

CANADA / JUDGMENT

Stewart v. Richardson

2025 BCSC 1526

COURT

Supreme Court of British Columbia

DECIDED

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2025 BCSC 1526 Stewart v. Richardson

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Stewart v. Richardson,

2025 BCSC 1526

Date: 20250807

Docket: E59948

Registry: New Westminster

Between:

Lisa Dawn Stewart, also known as Analisa Stewart

Claimant

And

Kenneth Adrian Russel Richardson, also known as Ken Richardson

Respondent

Before: The Honourable Justice Hamilton

Reasons for Judgment

The Claimant, appearing in person:

L.D. Stewart

Counsel for the Respondent:

J.S. Sheppard

Place and Dates of Trial:

New Westminster, B.C.

June 4-6, 2025

Place and Date of Judgment:

New Westminster, B.C.

August 7, 2025

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- [1] This is a family law file involving the parties' seven-year-old daughter. Mr. Richardson applies to review and increase his parenting time pursuant to the parties' parenting agreement. He seeks equal parenting time, final say on decision-making and other parenting-related orders consistent with the s. 211 report prepared by Dr. LaTorre in October 2024. Ms. Stewart opposes all relief sought including any increase in Mr. Stewart's parenting time. She opposes the applications being addressed by summary trial instead of a full trial in January 2026.

Issues

- [2] There are three main issues:
- (1) Are the issues of the parenting time review, variation of decision-making and other parenting issues suitable for summary trial?
 - (2) If so:
 - a. what regular parenting time and holiday parenting schedule is in G.'s best interests?; and
 - b. given the level and nature of conflict between the parents since the September 29, 2021 order and demonstrated unsuitability of parenting coordination, how should significant decisions about G. be made?
 - [3] There are also a number of ancillary parenting-related orders sought, which I will address in detail later in my reasons.

Ms. Stewart's late-filed materials

- [4] I have been the case management judge since late 2024. Ms. Stewart has been aware since the judicial management conference on December 3 2024 that Mr. Richardson was bringing this summary trial application. Mr. Richardson's counsel stated that he intended to bring a summary trial application on parenting issues because: (1) the parenting time review was long overdue; (2) the s. 211 report was completed in October, 2024 and should not become dated; and (3) a final resolution was needed as soon as possible given the high level of conflict and number of interim court applications.
- [5] At a subsequent JMC in February 2025, I scheduled Mr. Richardson's summary trial application and set deadlines for the exchange of materials and made allowances for any cross-examination or discovery of the parties. Ms. Stewart's position was that a summary trial was inappropriate. I made it clear to her that she was required to respond substantively to Mr. Richardson's application in the event that I found that a summary trial was appropriate.

- [6] Mr. Richardson met his deadline for the application and materials. Ms. Stewart failed to provide her application response or affidavit material by her April 21, 2025 deadline. Ms. Stewart only provided her material late in the day, Friday, May 30, 2025.
- [7] Ms. Stewart says her materials were late because she represents herself, has ADHD (inattentive type) and gets overwhelmed. However, I set the deadlines with these factors in mind and with Ms. Stewart's input.
- [8] In the abundance of fairness to Ms. Stewart, I allowed Ms. Stewart to rely on her late-filed Response (over 50 pages) and affidavit material to avoid further delay in hearing the matters and I granted Mr. Richardson the ability to file a brief reply affidavit.

Background

- [9] The parties dated in 2016. They lived together from approximately November 2017 through September or December 2019 (Mr. Richardson says September 2019 and Mr. Stewart says December 2019 but the date makes no difference in this application).
- [10] After the parties separated, Ms. Stewart started a court action. The parties were each represented by counsel. They attended mediation with a family law lawyer mediator and settled all matters in June 2021. The parties signed a settlement agreement which was incorporated into a final order dated September 29, 2021. In relation to parenting issues, the order contains the main terms and also attaches a detailed parenting agreement as an appendix.
- [11] The parties agreed that G. would continue to reside primarily with Ms. Stewart, and after a gradual build-up, Mr. Richardson would have parenting time every other weekend from Friday through Monday and overnight every Wednesday. This remains the parenting schedule currently.
- [12] The parties also agreed to review the parenting schedule by June 30, 2022, with a view to increasing Mr. Richardson's parenting time. Mr. Richardson sought a review but it became clear that Ms. Stewart opposed any increase in Mr. Richardson's parenting time. Litigation ensued. The court ordered a s. 211 be prepared to assist in the parenting time review.
- [13] Ms. Stewart is unhappy with the terms of the agreement and September 29, 2021 order. In her counterclaim, she applies to set aside the agreement in relations property division, spousal and child support and parenting terms. She claims that she was under duress to sign the agreement because her lawyer threatened to quit if she did not sign.

- [14] Ms. Stewart also claims she did not receive full financial disclosure when she agreed to the financial terms in the agreement. Mr. Richardson acquired interests in two properties in Langley after the September 29, 2021 order - one in June 2022 and one in August 2023. Ms. Stewart is convinced that Mr. Richardson's acquisition of property after the order shows that he must have hidden assets from her. Ms. Stewart further suggests that if Mr. Richardson hid assets from her, he cannot be trusted to act in G.'s best interests on parenting issues.
- [15] In addition, Ms. Stewart says that the parenting agreement appended to the September 29, 2021 order contains errors that were supposed to be fixed prior to filing it in court. When I pressed Ms. Stewart regarding what terms she claims are in error, she pointed to three (relatively minor) errors:
- a. The gradual build-up of parenting time was to be every other Wednesday at first before moving to every Wednesday overnight (notably, the gradual build up to the current schedule is long passed);
 - b. Pages 8 and 9 are wrongly numbered; and
 - c. The terms regarding parenting time on G.'s birthday are wrong.
- [16] Overall, the order and appended parenting agreement set out a detailed and comprehensive parenting plan. In addition to the regular parenting time schedule and provision for a review of the parenting schedule in 2022, the parties also agreed to terms including:
- (a) joint guardianship and decision-making;
 - (b) Equal sharing of Spring Break, Easter Weekend, Summer Holidays, Halloween, Christmas, other statutory holidays and G.'s birthday;
 - (c) Each party may travel with G. and the other party will cooperate;
 - (d) Using the "Our Family Wizard" program to communicate with each other;
 - (e) Dispute resolution clauses including using parenting coaches, mediation and appointing a parenting coordinator.
- [17] In addition to her complaints regarding the parenting agreement/order, Ms. Stewart made lengthy submissions regarding her perception that judges have treated her unfairly. For example, Ms. Stewart is adamant that while the court has permitted Mr. Richardson to bring applications relating to parenting time, the court has refused to hear her applications (which relate primarily to financial issues). She states in her affidavit that she has never been permitted to proceed with any of her court applications. Ms. Stewart's allegations are false.
- [18] When I set the summary trial and related deadlines in February 2025, I also ordered Mr. Richardson to provide certain financial disclosure to Ms. Stewart. Ms. Stewart sought additional disclosure, so I set a full day hearing on April 28, 2025 to hear her application. I permitted Ms. Stewart to seek interim retroactive child support on April 28, 2025 as well. In addition, while Ms. Stewart was opposed to proceeding by summary trial, at her request I set

the summary trial for sufficient time for her to bring her own applications on the financial issues.

- [19] Ms. Stewart failed to bring applications on April 28, 2025 nor did she file any cross applications for the summary trial dates. She also did not cross-examine Mr. Richardson or set an examination for discovery. Ms. Stewart has had the opportunity to bring her applications but has chosen not to.

History of Proceedings Since the Final Order/Agreement

- [20] From approximately 2022 on, the parties became embroiled in conflict. They disagreed about how to review the parenting schedule. They also disagreed about minor issues including how to resolve disputes, the frequency, content and mode of parental communications, who should hold G's passport, whether or not G should be vaccinated and how to share holidays. Despite the agreement specifically providing for equal and alternating holidays, the parties have been unable to agree to specific holiday schedules. Before Christmas, Spring Break, Summer and any occasion Mr. Richardson plans to travel with G, the parties are invariably in court.
- [21] As a result, the parties have been to court on many occasions since 2022 (Ms. Stewart estimates of 45 court appearances). I will outline the history of the substantive court applications below which shows: (1) the frequency of conflict between the parties; (2) the nature and level of their disagreement; (3) Ms. Stewart's failure to follow orders, agreements or parenting coordinator determinations; and (4) the need for finality regarding the parenting matters.
- [22] As discussed below, even a court-appointed parenting coordinator could not assist the parties resolve their disputes--the parenting coordinator withdrew because Ms. Stewart was difficult, would not pay her share and refused to follow determinations.
- [23] The parties have required hearings including for the following:
- 1) On August 12, 2022, Justice Dley granted Mr. Richardson's request to delete the requirement under the parenting agreement that the parties use parenting coaches or mediation. Coaches and mediation require a basic willingness to cooperate and ability to build consensus which the parties do not have. Justice Dley replaced mediation and parenting coaches by appointing a parenting coordinator, Dr. Ellie Bolgar, to:
 - a. help the parties resolve parenting issues;
 - b. assist with implementation, maintenance and monitoring of the parenting schedule;
 - c. assist with alternations and modifications to parenting schedule and scheduling of holiday parenting time;

- d. assist the parties in reaching agreement and identify/create/ implement strategies resolving conflicts;
 - e. help parties communicate and monitor communications;
 - f. help with exchange of information about the child; and
 - g. make the decisions on guardianship issues when the parties could not agree;
- 2) However, by December 20, 2022, some four months later after Justice Dley's order, the parties had not yet retained Dr. Bolgar. Ms. Stewart did not want Dr. Bolgar to be the parenting coordinator. Because there was no parenting coordinator yet, Justice Schultes was required to specify how the parties would share Christmas because the parties could not agree.
- 3) Ms. Stewart continued to refuse to comply with Justice Dley's orders to retain Dr. Bolgar as parenting coordinator. As a result, the parties were required to appear before Justice Dley again on February 1, 2023, at which time he made further orders to move the parenting coordination process forward including:
- a. Dispensing with Ms. Stewart's approval/execution of the Parenting Coordination Agreement;
 - b. Ordering Ms. Stewart to pay \$2,900.00 to Dr. Bolgar for her retainer within 14 days or provide financial information to Mr. Richardson showing why she cannot pay;
 - c. Granting Mr. Richardson liberty to bring the matters back before Justice Dley if Ms. Stewart did not pay her share of the parenting coordinator retainer or provide her financial disclosure;
 - d. Giving Mr. Richardson a credit if he was required to pay Ms. Stewart's \$2,900 share of Dr. Bolgar's retainer;
 - e. Dispensing with Ms. Stewart and her lawyer's signatures on the order;
 - f. Ms. Stewart will pay Mr. Richardson costs, not payable forthwith.

Justice Dley commented in his reasons that:

- [1] it is apparent, and has been apparent during the court appearances since [the August 12, 2022], that Ms. Stewart takes the view that matters she disagrees with ought not to be complied with.
- [6] It is of immense concern that [] Ms. Stewart refuses to abide by court orders.
- 4) On May 4, 2023, Justice Elwood ordered that communications between the parties through Our Family Wizard shall be concise, not repetitive or unnecessary and related exclusively to the child or parenting. He also ordered that Ms. Stewart not attend at Mr. Richardson's residence except with written consent or to drop off or pick up G. as provided for by court order or parenting agreement;

Given the parties' differing views on the review of parenting time, Justice Elwood also ordered that Dr. LaTorre, a recognized expert in clinical and forensic psychology, prepare a s. 211 Report assessing G.'s needs, each parent's ability/willingness to satisfy G.'s needs, each parent's emotional/psychological status, whether G. is at risk of parental alienation, the allocation of parenting responsibilities, whether there should be a change to the parenting schedule and what schedule is recommended.

5) On June 7, 2023, Justice Verhoeven heard Mr. Richardson's application for compensatory parenting time because Ms. Stewart had wrongfully denied him parenting time the previous summer. Justice Verhoeven granted Mr. Richardson 21 days of compensatory parenting time, and ordered that Dr. Bolgar would determine the specific dates. Justice Verhoeven ordered that Ms. Stewart pay a fine of \$250 and pay Mr. Richardson costs. In his reasons, Justice Verhoeven stated:

[34] It is obvious that the parties have a high conflict relationship, as reflected in the record. I agree with Justice Dley's observation that the claimant is unwilling to respect agreements or court orders. It is also apparent that the claimant believes her views as to what is in G.'s best interests should override the views of anyone else."

6) Dr. Bolgar made three determinations as parenting coordinator on February 23, 2023 (regarding G.'s birthday), May 25, 2023 (s. 7 expenses and summer parenting schedule); and June 23, 2023 (modified summer parenting schedule incorporating the compensatory parenting time in Justice Verhoeven's June 7, 2023 order). Ms. Stewart did not challenge any of the determinations pursuant to s. 19(1) of the Family Law Act, S.B.C., c. 25 [FLA]. However, Mr. Richardson was forced to bring a court application because Ms. Stewart did not comply with the determinations. As a result, on July 25, 2023, Justice McDonald:

- (1) Ordered that Mr. Richardson receive 10 days compensatory parenting time;
- (2) Incorporated into a court order the compensatory parenting time specified by Dr. Bolgar.
- (3) Ordered Ms. Stewart to deliver G.'s passport and a travel consent letter to Mr. Richardson by July 28, 2023 at 4pm to permit him to travel with G.; and
- (4) Ordered that Ms. Stewart pay a \$500 fine and costs.

Justice McDonald stated in her reasons:

[30] The claimant's tactic of simply ignoring determinations she does not like undermines not only the best interests of the child and the co-parenting relationship she has with the respondent, but also the administration of justice. I agree with the respondent that there is a concerning pattern of the claimant ignoring orders in this case.

[31] I have no difficulty concluding that the claimant has once again wrongfully denied the respondent parenting time

- 7) In March, 2024, the parties could not agree on how to share Spring Break parenting time and Ms. Stewart was not cooperating to provide Mr. Richardson with G.'s passport for travel. The parties no longer had a parenting coordinator because Dr. Bolgar could not deal with Ms. Stewart and withdrew in the summer of 2023. On March 15, 2024 Edelmann, J. (as he then was) agreed with Mr. Richardson's proposed parenting schedule for Spring Break and ordered that:
- a. Ms. Stewart provide G.'s passport and a signed application to renew the passport to Mr. Richardson within three days, failing which the District Registrar could sign the application in Ms. Stewart's place;
 - b. Ms. Stewart pay to Mr. Richardson special costs fixed at \$3,000, not payable forthwith.

In his reasons, Justice Edelmann stated:

- [19] The obligation here to provide the passport and, in my view, the deliberate and successful attempt to undermine an ability to travel with G., was not in G.'s best interests and that is not something that should continue going forward.
- 8) The next month, in April, 2024, the parties disagreed about: (1) updating G.'s vaccinations; and (2) what further documents should be sent to Dr. LaTorre for the s. 211 report. Ms. Stewart suspected that Mr. Richardson's counsel had not provided Dr. LaTorre with all the pages of her affidavit so she delivered hard copies of all her documents to Dr. LaTorre. Ms. Stewart instructed Dr. LaTorre to review her own copies of her affidavits plus all the parties' communications on Our Family Wizard, not just select communications. Ms. Stewart refused to authorize Dr. LaTorre to interview any collateral witnesses (i.e. G.'s doctor, counsellor or school teacher) until he confirmed that he had reviewed all her versions of documents. Mr. Richardson's counsel was concerned that: (1) he did not know what Ms. Stewart provided to Dr. LaTorre because counsel was not copied; (2) duplicates of documents would increase costs (Mr. Richardson was paying the upfront costs); (3) Ms. Stewart was attempting to control, interfere with and delay Dr. LaTorre's investigation; and (4) Dr. LaTorre requested the documents electronically but Ms. Stewart refused.

On April 25, 2024, Justice Warren ordered:

- a. The parties may provide the s. 211 author Dr. LaTorre with any additional documents they believe to be relevant on the condition that the documents be provided to Dr. LaTorre in electronic form and copied to the other party;
- b. Dr. LaTorre may decide which documents provided to him by the parties to review for the purposes of preparing the s. 211 report;
- c. By May 10, 2024, Ms. Stewart shall collect her binders from Dr. LaTorre, have the contents copied and she shall provide copies to Mr. Sheppard's office, unless Dr. LaTorre advises that he no longer has those binders;

- d. G. receive updated vaccinations, with Mr. Richardson to be responsible for arranging vaccinations; and
 - e. Ms. Stewart pay Mr. Richardson costs in any event of the cause, not payable forthwith.
- 9) In the summer of 2024, Ms. Stewart had not provided Mr. Richardson with G.'s passport for travel. As a result of ongoing issues with Ms. Stewart providing G.'s passport to Mr. Richardson, on July 26, 2024 Justice Baker varied the parenting agreement so that Mr. Richardson was to hold G.'s passport and Nexus card and be responsible for renewing them. Justice Baker ordered that Ms. Stewart pay a fine of \$2,500 forthwith;
- 10) When I was assigned to case manage the file, it became clear that the parties could not agree regarding 2024 Christmas break parenting time. I made an order on December 16, 2024, specifying parenting and ordered that Ms. Stewart pay Mr. Richardson costs but not payable forthwith.
- 11) On February 13, 2025, I was required to make an order specifying parenting time for Family Day, G.'s birthday and Spring Break 2025 because the parties could not agree.
- 12) On April 16, 2025, after Ms. Stewart breached the February 13, 2025 order, I ordered that Mr. Richardson have 8 days of compensatory parenting time and granted a police-assist clause to enforce his parenting time. I ordered that Ms. Stewart pay Mr. Richardson \$2,000 costs, not payable forthwith.
- 13) Most recently after I had reserved my decision on this application, I made an order for Summer 2025 parenting time because the parties were unable to agree.
- [24] Ms. Stewart has not paid any of the costs or fines that were made payable forthwith. She works in the insurance field. However, she claims she has no money for the fines or costs.
- [25] Ms. Stewart acknowledges the existence of the court record but claims that she has been abused by Mr. Richardson's litigation strategy. She does not acknowledge any wrongdoing on her part. She claims that Mr. Richardson's litigation strategy demonstrates coercive, control. I have reviewed the court record in some detail and there is no evidence that Mr. Richardson has abused the court process or Ms. Stewart by his use of the court process. To the contrary, his applications were appropriate and necessary based on Ms. Stewart's conduct.

Dr. LaTorre's recommendations

- [26] Dr. LaTorre completed his s. 211 report in October, 2024. Despite Justice Warren making orders regarding documents were to be provided electronically to Dr. LaTorre, Ms. Stewart: (1) did not send her materials electronically; and (2) to date continues to argue that Dr. LaTorre ought to have read her hard copy binders of documents.

- [27] Dr. LaTorre's report is lengthy, detailed and thorough and his recommendations are supported by the facts. The only omission (which Dr. LaTorre also notes in his report) relates to his inability to interview collateral witnesses such as G.'s teacher, doctor or counsellor because Ms. Stewart not authorize him to do so. Ironically, Ms. Stewart now takes issue with Dr. LaTorre not having interviewed collaterals.
- [28] Regardless of Dr. LaTorre not being able to interview collaterals, I find his investigation and report to be balanced, thorough and helpful. I am satisfied with Dr. LaTorre's qualifications as an expert. I also accept the facts set out in his report and his recommendations, except as otherwise noted in my reasons.
- [29] Dr. LaTorre made the following recommendations at pages. 82-85 of his report:
- (a) If both parents have parenting responsibilities, there be joint, concise, timely, civil, and respectful (electronic) communication regarding major issues and when the parties cannot reach agreement despite their best efforts within a reasonable amount of time, Mr. Richardson make the final decision. Ms. Stewart can return to Court to challenge any decision made by Mr. Richardson that she believes is not in G.'s best interests;
 - (b) G.'s overall needs are more likely to be better served with a more equitable assignment of parenting time. The parties should share parenting time on a 2-2-3 rotating parenting schedule;
 - (c) A week-on/week-off schedule would reduce the number of exchanges that could become difficult as G. gets older. However, it decreases the continuous nights that G. is away from each parent but is an alternative to consider in the future;
 - (d) Summer holidays be divided into one-week or 2-week segments rotating between the parties, alternating each year, such that each parent gets a roughly equal share of holiday time with G.;
 - (e) Spring break should be divided equally between the parties;
 - (f) For other holidays or special days, as little as possible should be left to the parents to decide on their own;
 - (g) There be a nightly, brief call between G. and the parent who does not have parenting time;
 - (h) Ms. Stewart be assessed for ODD and she receive Cognitive Behaviour Therapy, Dialectical Behavioural Therapy, or other treatment to address her problematic behaviour related to ODD;
 - (i) Mr. Richardson should speak to his physician regarding his alcohol use and narcolepsy;
 - (j) G.'s vaccinations should be brought up to date;
 - (k) Mr. Richardson should provide a pet for G.;

- (l) G. should be enrolled in extracurricular activities;

Appropriateness for summary trial--Ms. Stewart's position

- [30] Ms. Stewart opposes matters being heard by summary trial. She submits that Mr. Richardson's applications should be adjourned to the 10 days trial set for January 19, 2026. Ms. Stewart submits that:
- (1) Mr. Richardson's parenting applications should not be heard before her financial applications--as mentioned above, she alleges that Mr. Richardson has hidden assets from her and ties this to his ability to be trusted to act in G.'s best interests.
 - (2) As a self-represented litigant with ADHD, an oral trial would be easier than a summary trial.
 - (3) There is no urgency to the parenting issues--in her oral submissions, she stated that the current schedule is working and G. is 'safe, connected and has started counselling'.
 - (4) She should have the opportunity to cross-examine Dr. LaTorre and Dr. Bolgar; and
 - (5) Credibility is at stake and there are conflicts in the affidavits.

The law regarding summary trials

- [31] Pursuant to rule 11-3(15)(a) of the Supreme Court Family Rules [SCFR], on hearing a summary judgment application, the court may grant judgment unless: (i) it is unable to find the facts necessary to decide the issues; or (ii) it would be unjust to decide the issues on the application.
- [32] The objectives of the SCFR are set out in Rule 1-3--to "secure the just, speedy and inexpensive determination of every family law case on its merits." This includes conducting a family law case in ways that are proportionate to: (a) the interests of any child affected, (b) the importance of the issues in dispute, and (c) the complexity of the family law case: *MacCarthy v. MacCarthy*, 2014 BCSC 2229, para. 79.
- [33] Summary judgment rules are to be interpreted broadly, favouring proportionality and fair access to affordable, timely and just adjudication of claims: *Hyrniak v. Mauldin*, 2014 SCC 7, para. 5.
- [34] It is no longer the case that family law applications that raise triable issues must be referred to the trial list: *Cepuran v. Carlton*, 2022 BCCA 76, para. 158; *Ho v. Chu*, 2022 BCSC 995, para. 80.
- [35] When there are conflicts in the affidavits, the question is whether the material facts can be found: *PHS Community Services Society v. Canada (Attorney General)*, 2010 BCCA 15, para. 182; *Southpaw Credit Opportunity Master Fund LP v. Asian Coast Development (Canada) Ltd.*, 2012 BCSC 14 at paras. 34-36; *Bolt 9 Inc. v. Conor Pacific Inc.*, 2016 BCSC 1489, para. 14.

- [36] The court ought not to refuse to grant judgment at a summary trial on the basis that a full trial could conceivably "turn something up" or produce a different result. If the court can find the necessary facts, it must grant judgment, unless it would be unjust to do so: *Harrison v. British Columbia (Children and Family Development)*, 2010 BCCA 220 at paras. 40-41; *Hudema v. Moore*, 2021 BCSC 587, para. 57.
- [37] The party responding to a summary trial application has a duty to complete all necessary steps to fully respond, including by adducing all the evidence they believe is necessary for judgment: *Everest Canadian Properties Ltd. v. Mallmann*, 2008 BCCA 275 at para. 34; *Chand v. Shannon*, 2025 BCSC 630, para. 27

Analysis regarding suitability for summary trial

- [38] I am of the view that it is appropriate for me to deal with these matters by summary trial. As Ms. Stewart spent much time in her oral submissions regarding this issue, I address her submissions in some detail.

No material conflicts in evidence and what conflicts there are can be resolved on evidence

- [39] There are no material conflicts in the evidence. Ms. Stewart's affidavit focusses mainly on: (1) Mr. Richardson has treated her unfairly financially; (2) judges, the parenting coordinator and Dr. LaTorre have treated Ms. Stewart unfairly; (3) Mr. Richardson's priorities are work and litigation, not G.; (4) Mr. Richardson seeks more time with G. in order to control Ms. Stewart; and (5) Ms. Stewart has been G.'s primary caregiver and primary decision-maker to date (which Mr. Richardson concedes). These are not material conflicts in the evidence. Other than the last point, they are conclusions that Ms. Stewart asks me to draw from the evidence.
- [40] In terms of actual conflicts in the evidence, Ms. Stewart provides some evidence that: (1) G. is sometime clingy after she spends time with Mr. Richardson; and (2) in terms of G's educational needs, Mr. Richardson did not support G's home reading in term 1 of the school year. Mr. Richardson's evidence is that G. is happy and does not miss her mother while she is in his care. He also maintains he is able and willing to meet G's needs including educational needs. He also provides evidence that G. is doing well at school. These conflicts in the evidence are relatively minor and I am able to address them without oral evidence.
- [41] Further, to the extent that there are some conflicts in the parties' affidavits, I have the benefit of Dr. LaTorre's s. 211 report and the court record to assist in resolving the conflicts.

- [42] Ms. Stewart argued at length that it is unfair for me to rely on the court record. As such, I will address her submissions in detail. Ms. Stewart submits that it would be unfair to rely on what judges have ordered or said in their reasons for judgement in these proceedings because she (or her counsel for appearances when she had counsel) was never given a full opportunity to be heard. She says she would order full transcripts of the interim hearings for the oral trial.
- [43] First, if Ms. Stewart thought the transcripts would help her, she should have ordered them for the summary trial. She had ample time to do so. However, I doubt the transcripts would reveal any unfairness. Ms. Stewart repeatedly makes bold allegations about judges, the parties' parenting coordinator and the s. 211 report author that do not appear to be by evidence.
- [44] Ms. Stewart's allegation that the court did not give her or her counsel time to speak is not credible. There have been many judges and many court appearances. Several judges and the parenting coordinator have all found that Ms. Stewart does not follow court orders, takes unreasonable positions and interferes with Mr. Richardson's time with G. It is not believable that all of them got it wrong.
- [45] If Ms. Stewart or her counsel were actually thought the judges and the parenting coordinator either 'got it wrong' or denied her fair opportunity to speak, her remedy was to appeal. It is telling that she did not appeal any of the orders or parenting coordinator determinations.

Viva Voce trial is not an easier process than a summary trial application

- [46] I do not accept that a full viva voce trial would be easier for Ms. Stewart than a summary trial. For the summary trial, Ms. Stewart received Mr. Richardson's materials well in advance, with more notice and time than provided by the SCFR. Ms. Stewart was able to prepare lengthy responding materials, albeit late. In my view, Ms. Stewart would likely have more difficulties conducting a viva voce trial as it unfolds live. She would likely have an easier time preparing for summary trial because she says that she needs more time to process information and gets overwhelmed easily because of her cognitive issues.
- [47] In addition, Ms. Stewart has advised that she cannot afford to fully retain counsel for these proceedings, although she retains counsel behind the scenes on an unbundled-services basis as needed. It is likely easier to Ms. Stewart to use behind the scenes counsel effectively at a summary trial where she has the detailed application and all the evidence in advance rather than an oral trial where the process unfolds in real time.

Cross-examination of Dr. LaTorre

- [48] Ms. Stewart submits that at an oral trial, she would cross-examine Dr. LaTorre on the following:

- a) Why his report states he did not have a final interview with her when she had a final interview with him for 55 minutes on the telephone;
 - b) His experience with coercive control in litigation;
 - c) Why he did not review certain of her documents;
 - d) Why he did not reach out to G.'s doctor, teacher and counsellor
 - e) Why he interviewed the parenting coordinator Dr. Bolgar when Ms. Stewart never signed the parenting coordination agreement;
 - f) His diagnosing her with Oppositional Defiance Disorder (ODD)
- [49] However probing these areas with Dr. LaTorre would not make a material difference to the facts or result. In my view, the discrepancy in (a) above is minor. With respect to (b), Dr. LaTorre is an expert conducting s. 211 reports, so it is likely he has experience with coercive controlling behaviour. Regardless, however, I do not find that Mr. Richardson has shown a pattern of coercive control in the litigation. As mentioned, his court applications have been necessary as evidenced by the various orders made, often with costs.
- [50] Asking Dr. LaTorre questions relating to (c) above would not assist Ms. Stewart. Justice Warren made an order that allowed the parties to send further documents to Dr. LaTorre in electronic form and copy the other party. Ms. Stewart did not do so. Justice Warren also ordered that it was up to Dr. LaTorre to decide what documents to review. Dr. LaTorre is the court's expert, not a party's expert.
- [51] Similarly, questions relating to (d) above would not assist Ms. Stewart. As mentioned, Ms. Stewart cannot complain that Dr. LaTorre did not interview G.'s teacher or counsellor when she prevented him from doing so.
- [52] Ms. Stewart also cannot complain that Dr. LaTorre interviewed the parties' former parenting coordinator. With few exceptions, a s. 211 report author may interview anyone with relevant evidence. Dr. Bolgar dealt directly with the parties for several months and made three determinations. She had relevant information including about the parties' dynamics, communication and ability to reach agreement.
- [53] The fact that the parenting coordination retainer agreement was not fully executed is irrelevant. Parenting coordinators can be appointed by either court order or by agreement. Dr. Bolgar was appointed by court order. While parties often sign the parenting coordinator's retainer agreement even when the appointment is by court order, Ms. Stewart refused to sign. Justice Dley then formally dispensed with Ms. Stewart's signature.
- [54] With respect to (f), I do not place any weight on Dr. LaTorre's diagnosis of Ms. Stewart. Ms. Stewart states that her treating professionals have ruled out ODD. While I do not have evidence from Ms. Stewart's treating professionals, I accept Ms. Stewart's point. Dr. LaTorre's opinion is qualified. He states that ODD can explain certain oppositional behaviours that he,

Dr. Bolgar and several judges observed. He also candidly admits that he has only observed Ms. Stewart in one setting. I accept that Ms. Stewart's treating professionals may be better suited to assess Ms. Stewart. However, Ms. Stewart's underlying oppositional behaviour remains a key concern and focus as opposed to whether Ms. Stewart has a diagnosis which might explain her behaviour.

Cross-examination of Dr. Bolgar would not make a difference

[55] Ms. Stewart also indicated that she would cross-examine Dr. Bolgar at a trial regarding:

- (1) Why Dr. Bolgar made determinations without a signed agreement;
- (2) The "ethics" of a parenting coordinator including:
 - a. copying her correspondence to Mr. Richardson but not sharing his with her;
 - b. making determinations without notifying Ms. Stewart;
 - c. not attempting to build consensus before making her determinations;
- (3) Whether the parenting coordinator process was appropriate given the power dynamics between the parties;
- (4) Overlooking confirmed cases of child sexual abuse in other cases;
- (5) Dr. Bolgar's experience with coercive controlling family dynamics.

[56] As with Dr. LaTorre, I am of the view that probing Dr. Bolgar on these areas would not make a difference. First, as mentioned above, Dr. Bolgar was appointed as the parenting coordinator by court order and Ms. Stewart's signature on the parenting coordinator agreement was dispensed with.

[57] Second, a parenting coordinator has discretion as to whether or not to copy the other party with a piece of correspondence. For example, some correspondence from a party may inflame matters or cause stress if provided to the other party. Other correspondence may be irrelevant and not require a response. Further, it is up to the parenting coordinator--not the parties-- to decide when to help parents build consensus and when to make determinations. Sometimes it is clear from the outset that the parties will never agree. Sometimes the issue is urgent and there is not time to focus on building consensus. The parenting coordinator must of course follow due process in making determinations. However, as mentioned, Ms. Stewart did not apply to overturn the determinations based on lack of due process or otherwise.

[58] Ms. Stewart also has no admissible evidence that Dr. Bolgar was unqualified or overlooked "confirmed cases of child abuse". Justice Dley appointed Dr. Bolgar for the role. Dr. Bolgar is a qualified parenting coordinator who belonged to the parenting coordinator roster.

[59] Ms. Stewart offers vague hearsay evidence that an unnamed lawyer at Deer Lake Law told her that Dr. Bolgar overlooked child abuse in previous cases. This is a serious allegation that Ms. Stewart initially raised in 2022. At that time, Dr. Bolgar told Ms. Stewart that the allegation was untrue and asked her to name the source of the information. Ms. Stewart continues to make the allegation without producing an affidavit from her source.

There is urgency to the parenting issues

[60] I disagree with Ms. Stewart that there is no urgency regarding the parenting issues. Specifically:

- (a) The review of parenting time was to take place by June 30, 2022, with a view of increasing Mr. Richardson's parenting time;
- (b) Trial is not scheduled until January 2026, several months away;
- (c) There has been continuous conflict and interim applications regarding parenting issues since approximately 2022;
- (d) The parties' parenting coordinator withdrew due to Ms. Stewart's conduct, leaving the parties with no mechanism to resolve disputes other than litigation;
- (e) If parenting matters are left for trial, there will likely continue to be ongoing, piece-meal, interim applications to address holidays, travel, compensatory parenting time and decision-making. These applications are which are costly to the parties emotionally and financially and the emotional and emotional stress on a parent could negatively impact G.

Conclusion on summary trial being appropriate

[61] Ms. Stewart wants both financial issues and parenting issues to be heard at a 10-day trial scheduled for January 2026. The objective of the SCFR to ensure a just, speedy and inexpensive trial on the merits. As mentioned, I am able to find the material facts in order to decide the parental matters. In addition to the affidavits, the s. 211 report assists me to determine what is in G.'s best interests. That report was completed in October 2024 and is still fresh. If the parenting matters are not heard until January 2026, the s. 211 report would be more than one year old. The report already cost more than \$40,000. An update report would add to this cost.

[62] The review of parenting time is already long overdue. The parties are unable to make decisions without resorting to court. They have not had a parenting coordinator since the summer of 2023. Given the high level of conflict, it is in G.'s best interests to bring finality to the parenting arrangements as soon as possible. It would not be in her best interests to wait several more months.

[63] In addition, I am concerned that the trial would not be long enough to deal with both financial and issues given the number of financial issues Ms. Stewart wants to litigate. Ms. Stewart seeks to set the agreement. She intends to seek broad financial disclosure from Mr.

Richardson both personally and corporately over many years. For the financial issues, he court will need to hear evidence in relation to: (1) the negotiation of the agreement; (2) the grounds to set aside the agreement; (3) what other family assets, if any, existed at the time of separation; (4) the value of Mr. Richardson's business (which includes four retail outlets) then and now; (5) the value of his real properties then and now; (6) Mr. Richardson's guideline income as a self-employed person throughout the years claimed for spousal and child support; and (6) the calculation of retroactive spousal support and child support including s. 7 expenses. The financial issues may take the full 10 days scheduled.

- [64] I am also concerned that Ms. Stewart may ultimately seek to adjourn the January trial date because she is not ready to proceed. Her financial claims are still at an early stage because she did not pursue her financial disclosure application on April 28, 2025 and has not examined Mr. Richardson for discovery yet.
- [65] In my view, the financial issues should be addressed separately in this case. I do not agree with Ms. Stewart that the financial claims are relevant to the parenting issues before me. In fact, finalizing the parenting time schedule first will assist the parties' submissions on child support because they will know whether parenting time is shared.
- [66] Further, dealing with the parenting issues by summary trial will reduce the costs. Ms. Stewart regularly states that she lacks financial resources and she misses too much work due to court appearances. Both parties will benefit by reducing the court appearances or the number of trial days.
- [67] For all these reasons, it is fair and appropriate and just that I deal with the parenting issues by summary trial.

The parties' positions on Parenting time

- [68] I will now turn to what parenting schedule is in G.'s best interests.
- [69] Mr. Richardson seeks equal shared parenting of G. consistent with the recommendations of Dr. LaTorre in the s. 211 report. Mr. Richardson maintains that he and G. have a strong bond and enjoy their time together. He seeks to be a full participant in G.'s life. He is concerned that Ms. Stewart has actively interfered in his parenting time and will continue to do so.
- [70] Ms. Stewart opposes an equal shared parenting arrangement because:
- (1) She has had primary residence of G. since birth and G. needs stability and routine. At her home, G. enjoys fun activities such as play dates and pool parties. G. is sometimes clingy after spending time with Mr. Richardson.
 - (2) Mr. Richardson's priority is his work and bringing court applications.
 - (3) Mr. Richardson has shown he does not act in G.'s interest because he has treated her unfairly financially. I have already rejected this reason above.

- (4) The parenting coordinator determinations should not count as the contract was not signed. I have already rejected this point above.

Law: Review of Parenting Schedule

[71] Paragraph II of the Parenting Agreement which states:

"The parenting time schedule will be reviewed with a parenting coach before June 30, 2022 to see how G. is managing, with a view to increasing time with Dad."

[72] A right of review does not require a change of circumstances: *Xu v. Leung*, 2002 BCCA 53, para. 11.

[73] Further, s. 44(4) of the FLA permits the court to set aside or replace all or part of an agreement respecting parenting arrangements with an order if satisfied that the agreement is not in the best interests of the child.

[74] The only consideration when deciding whether the parenting provisions of the agreement should be replaced, is the best interests of the child. *Visser v. Visser*, 2019 BCSC 1856, para. 41.

Law: Parenting Time

[75] Pursuant to s. 37(1) of the FLA, the court must only consider the best interests of the child in making an order respecting parenting arrangements:

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;
- (g) the impact of any family violence on the child's safety, security or well-being, whether the family violence is directed toward the child or another family member;

- (h) whether the actions of a person responsible for family violence indicate that the person may be impaired in his or her ability to care for the child and meet the child's needs;
 - (i) the appropriateness of an arrangement that would require the child's guardians to cooperate on issues affecting the child, including whether requiring cooperation would increase any risks to the safety, security or well-being of the child or other family members;
 - (j) any civil or criminal proceeding relevant to the child's safety, security or well-being.
- [76] Unless there are safety or other significant concerns, it is best for children to have strong relationships with each parent. Children need enough time with each parent to maintain a strong relationship. The ideal parenting schedule depends on the particular child's circumstances and best interests: *M.W. v. N.L.M.W.*, 2021 BCSC 1273, para. 97.
- [77] Family violence can include breaching court orders if the conduct is egregious enough to impact the other party or the children, either directly or indirectly: *R.W. v. P.C.*, 2017 BCSC 998, para. 39; *C.L.M. v. M.J.S.*, 2017 BCSC 799, para. 363, *K.R.W. v. P.M.M.*, 2023 BCSC 981, para. 77.
- [78] When a parent's conduct necessitates litigation, this can harm the health and financial well-being of the other parent and the child: *M.W.B. v. A.R.B.*, 2013 BCSC 885, para. 204.

Analysis of Parenting Time

G.'s health and emotional well-being

- [79] G. was born in March 2018 and is seven years old. She is emotionally and physically healthy despite the conflict between her parents.
- [80] G. attends Douglas Park Elementary School. I understand that each parent lives near the school. They live relatively close to each other as well.
- [81] Ms. Stewart did not permit Dr. LaTorre to contact G.'s teachers. However, G. seems to be doing well in school based on her most recent report card. Report cards assign a description of "emerging", "developing", "proficient", or "extending" to a subject area, with emerging being the lowest mark equivalent and extending being highest.
- [82] In G.'s most recent report card (Term 2), G. is assessed as "proficient" in all areas except reading and writing where she is "developing". However, her reading and writing has improved since Term 1 mark for reading and writing. Ms. Stewart points out that G.'s Term 1 report contained a note that Mr. Richardson was not reading with G. at his home. However, this is not a significant academic concern and as mentioned, G. showed improvement since Term 1.

- [83] Mr. Richardson describes G. as happy and creative with an active imagination. G. is kind to others and has a passion for animals. G. speaks of being a veterinarian one day so she can help animals when they are sick. She has a pet cat named Zebra at her father's home as well as pet fish.
- [84] G. and her father play games together like Snakes and Ladders, Candyland, Uno, and Jenga. They play with Lego, draw, colour and build forts out of boxes and sheets. G. also spends time with family including weekly visits with her paternal grandmother Patricia Burgess. Every few weeks, they visit Mr. Richardson's sister and her three sons, 8-year-old twins and an 11-year-old.
- [85] G. loves rides so Mr. Richardson takes her to local fairs, the Cloverdale Rodeo, and the PNE. G. recently started showing an interest in the world of Harry Potter so he took her to "Harry Potter Land" at Universal Studios in Orlando for a week last summer. They also went houseboating on Schuswap Lake. In 2023, they went to Disneyland.
- [86] I understand from Ms. Stewart that G. also greatly enjoys activities at her mother's home and has regular time with her friends. I understand that G. has a lot of fun in the summer at her mother's place. Ms. Stewart sometimes sets up a pool in the summer for G. and her friends to play in.
- [87] Ms. Stewart says that G. is doing well with the current schedule.
- [88] G. has started counselling so she has professional support in place.
- [89] Ms. Stewart is concerned that an increase in parenting time is not in G.'s interests. She claims that G. complains about spending so much time with Mr. Richardson. She also claims that G. can be clingy after she comes home from Mr. Richardson's, particularly after longer stretches of time.
- [90] Dr. LaTorre provides objective evidence regarding how G. is doing physically, socially and emotionally. He states at pages 77-78 of his report:

".G. appears to be a healthy child physically, socially and emotionally. Nothing is reported by either parent or by any collateral or in any records reviewed that suggests she has any special need. Nothing has suggested that she is currently experiencing problems in her physical, social, emotional or academic development. (As noted earlier, Ms. Stewart did not sign consents for me to speak with any professional who might provide further or detailed information regarding such so I have been unable to confirm this conclusion with professionals who may have had direct involvement with G..)

I also summarized earlier that, albeit I have somewhat limited collateral information, G. has not demonstrated, to my knowledge, any deleterious sequelae from her parents' continued interpersonal hostility, conflict and litigation. As I also reported earlier, that there is no observable sequelae at this time should not be interpreted as evidence that G. is not impacted by what is happening around her with respect to her parents' separation and continued conflict nor

that any such sequelae might not become evident at a later time; children may show such sequelae when they are older. I assume that G., as most children, would benefit from less parental conflict and greater home-life stability and that continued conflict and instability threatens her mental and physical health as well as her optimal social, emotional and academic development and progress.

G., until and unless there is information, to the contrary, should be assumed to have needs similar to most children who are at her age and stage of development. There are no special needs evident."

The child's views if appropriate

[91] G. is only seven years old. In my view, she is still too young for me to give her views about the parenting schedule significant weight. At her age, she might be heavily influenced by her parents' views. I would not want G. to experience any pressure given her age and the high level of conflict between her parents.

The nature and strength of the relationships between G. and significant persons in her life

[92] I accept Dr. LaTorre's finding that G. enjoys a special bond and relationship with each of her parents. Clearly, both parents love G. and are committed to parenting.

[93] I do not accept Ms. Stewart's suggestions that Mr. Richardson prioritizes his work or court applications over his relationship for G. I also do not accept Ms. Stewart's allegations that Mr. Richardson seeks more time with G. as a litigation strategy. Mr. Richardson has had to bring court applications in order to enforce his parenting time with G. He has had to spend time, energy and money doing so. He has had to bring applications just to take G. to Disneyland and Disneyworld. He obviously cares deeply for G. as he has not given up after three years and undergoing a s. 211 report process to try to increase his time with G.

[94] I accept Mr. Richardson's evidence which is corroborated by Dr. LaTorre that G. also has positive relationships with her paternal grandmother, paternal aunt and cousins on her father's side. Dr. LaTorre highlights the importance of relationships with people other than the parents--they can help buffer the child from the parental conflict.

History of G.'s care

[95] Ms. Stewart has historically been G.'s primary caregiver and continues to be to date. However, Mr. Richardson has been involved in G.'s care as well. Since June 2021, Mr. Richardson built up his time with G. to the current parenting schedule in which he has Friday through Monday weekends and overnights every Wednesday. He also has longer periods of time with G. at times during winter, spring and summer breaks from school. Both parties work, so G. has third party day care in addition to her parents' care.

- [96] Ms. Stewart has historically been more involved with G.'s routine medical and dental appointments and arranging extracurricular activities. However, given the poor communication between the parties and level of conflict, it was unlikely to have been in G.'s best interests for both parents to arrange or attend routine appointments. It made sense historically for Ms. Stewart who had G. the majority of the time to take the lead on arranging appointments and activities.
- [97] I accept Mr. Richardson's evidence that going forward, he wishes to be more involved in G.'s activities, medical and dental appointments and school. I have no doubt that he is capable. The court granted Mr. Richardson the responsibility to ensure G.'s vaccinations were updated and he complied. Recently, Mr. Richardson took G. to a routine medical appointment at Ms. Stewart's request.

The child's need for stability, given the child's age and stage of development

- [98] In her written materials, Ms. Stewart sought a reduction in Mr. Richardson's parenting time. However, in oral submissions, Ms. Stewart submitted that it was in G.'s best interests for the current parenting schedule to continue pending trial in January 2026 at which time she will seek to reduce Mr. Richardson's parenting time.
- [99] Ms. Stewart equates stability with the current parenting schedule. However, stability means more. Stability includes maintaining and fostering the strength of each of G.'s significant relationships. This obviously includes her relationship with her father and his extended family.
- [100] Furthermore, stability for G. includes minimizing the conflict and the times the parties are in court on interim applications. The status quo of constant litigation from 2022 to date has been contrary to G.'s need for stability. The parties have been in court in advance of practically every school break, holiday and trip. As mentioned, these interim hearings are no doubt stressful to the parties - or at least Mr. Richardson. Every court application indirectly exposes G. to stress and conflict.
- [101] As Dr. LaTorre suggests, to bring G. stability, the parenting schedule must be extremely detailed and leave as little room for interpretation as possible. The schedule must minimize conflict, court appearances and interruptions to parenting time. I am of the view that the schedule should minimize the number of transitions from one parent to the other because of the conflict.
- [102] I am heartened to learn that G. now has a counsellor. Her counsellor can assist G. adapt to the parenting schedule and thereby bring her stability.

The impact of any family violence on the child's safety, security or well-being, whether the family violence is directed toward the child or another family member

[103] Both parties allege that the other has committed family violence by controlling and harassing the other through litigation. There is no plausible evidence to support Ms. Stewart's allegations.

[104] Mr. Richardson, on the other hand, has been forced to bring several applications to enforce his already existing parenting time. Some of Ms. Stewart's litigation conduct might qualify as abusive and controlling. However, based on Dr. LaTorre's assessment, G.'s safety, security and well-being do not appear to have been impacted at least at this stage.

[105] In addition to her allegations of litigation abuse, Ms. Stewart raises the specter of Mr. Richardson having engaged in parental misconduct. However, her allegations are vague and not grounded in evidence.

The ability of each person who is a guardian or seeks guardianship of the child, or has or seeks parental responsibilities, parenting time or contact with the child to exercise their responsibilities

[106] The most significant concern regarding G.'s short and long-term best interests is Ms. Stewart's repeated interference with Mr. Richardson's parenting time and her failure to comply with court orders. Justices Dley, Verhoeven, McDonald, Edelmann, Baker and I have all expressed the importance of following court orders and not interfering with G.'s time or plans with her father.

[107] It is clear from the court record and from Ms. Stewart's own submissions that she does not understand that she has a parental duty to encourage and facilitate G.'s relationship with Mr. Richardson. This duty is just as important as physically taking care of G. and more important than making sure G. gets to routine medical or dental appointments or activities.

[108] Dr. LaTorre states at page 78 of his report:

..it is a parent's responsibility to encourage a healthy relationship between the child and the other parent and it is questionable whether Ms. Stewart has done so. She has, it would appear from evidence presented, interfered with Mr. Richardson's relationship with his daughter. (Ms. Stewart has claimed that she does so in G.'s best interest but there is no evidence that such interventions were required and it is possible that her interference actually caused some of the problem she is concerned about.) In any event, the Court has found that she has, in the past, unreasonably denied Mr. Richardson his Parenting Time. Parenting Time is ordered by the Court on the basis of the child's best interest; to interfere with that is to potentially frustrate or oppose the child's best interests ..

[109] Dr. LaTorre found that Ms. Stewart has significant difficulty meeting G.'s needs when they do not align with what Ms. Stewart wants:

Even when Ms. Stewart's behavior is admonished by the Court and she has been assigned fines and costs, she has persisted in that behavior of attempting to assert her wishes over those mandated by the court or the Parenting Coordinator at times. She appears to have significant

difficulty in either her ability or her willingness to satisfy the needs of the child at least when the child's needs as determined by other parties do not align with what Ms. Stewart believes should be happening or what she wants to happen. I will be addressing this further in addressing a subsequent question posed by the Court. (p. 78)

[110] Dr. LaTorre opines that Ms. Stewart will likely continue to be unable or unwilling to satisfy G.'s needs because her primary motive is to get her way:

"In summary, Ms. Stewart has demonstrated, in the past, that she is either unable or unwilling to satisfy some of G.'s important needs. At this time, my opinion is that she is likely to continue to do so in some cases. Her primary motive often appears, essentially, to get her way." (pgs. 77-78)

[111] Dr. LaTorre goes on to say at page 78:

"Mr. Richardson expressed his frustration concerning Ms. Stewart's behavior, particularly the difficulty of trying to cooperate with her and what he considered her need to always get her way. I read of her Court behavior and her behavior with Dr. Bolgar and I witnessed a limited example of her resistance, opposition and stubbornness with respect to the apparently duplicate copies of reports she provided. The vindictiveness she has demonstrated with Mr. Richardson and with Dr. Bolgar is not a trait that typically attaches to those with ADHD "

[112] In terms of whether there was risk of G. being alienated from her father, Dr. LaTorre provided his opinion at page 80 of his report:

"A simple, concise answer is yes. Alienation, for the purposes of this report, can be considered behavior by one parent that serves to undermine the relationship between the child and the other parent such that the child can come to reject, fear, avoid contact with and/or denigrate the other parent. In some cases, there can be an outright, hostile campaign against the other parent in which the child is, essentially, a pawn of the alienating parent. In other cases, it may be more subtle and can include facial expressions and asides that negatively connote the negative value of the other parent. In some cases, it can be a disruption of the Parenting Time that the targeted parent has with the child. There are a variety of behaviors that can place a child at risk of becoming alienated from a parent. Alienation is distinguished from parental estrangement in which it is the behavior of the parent whose relationship with the child is disrupted that is the cause of the problem (e.g., the parent has abused the child, the parent has not maintained regular Parenting Time and so forth).

G. is placed at risk of alienation when Ms. Stewart denies or otherwise interferes with Mr. Richardson's Parenting Time with G."

[113] Ms. Stewart has demonstrated a pattern of breaching court orders, parenting coordinator determinations and prior agreements when she sees fit to limit Mr. Richardson's time and travel with G. She is unapologetic. She seems to believe that she knows best for G. above anyone. At times Ms. Stewart shows an alarming disregard for G.'s time with Mr. Richardson.

- [114] The most recent example of this pattern of behaviour occurred in March, 2024 following the order I made on February 13, 2025. This example is particularly blatant because even after Ms. Stewart: (1) received Dr. LaTorre's s. 211 report; and (2) had a case management judge who was seized, she deliberately interfered with Mr. Richardson contrary to the order of February 13, 2025. Ms. Stewart was aware of Dr. LaTorre's concerns about her interfering with Mr. Richardson's parenting time and how this was not in G.'s best interests. Ms. Stewart knew while she was breaching the February 13, 2025 order that she would be back before me to answer for her conduct. Neither factor deterred Ms. Stewart.
- [115] The February 13, 2025 order is simple, clear and detailed. Ms. Stewart was present when it was made. I granted Mr. Richardson Spring Break parenting time from March 23, 2025 at 11 a.m. until March 31, 2025 at school drop off. Mr. Richardson's time included G.'s birthday. I ordered that Ms. Stewart would celebrate G.'s birthday on her own parenting time.
- [116] On March 19, 2025 during Spring Break, Ms. Stewart demanded that Mr. Richardson deliver G.'s passport. Ms. Stewart was not going on a trip. She just wanted to hold the passport despite Justice Baker's July 26, 2024 order that Mr. Richardson holds G.'s passport and Nexus card. Ms. Stewart's position was that: (1) until the February 13, 2025 order was entered; and (2) she held G.'s passport, she would not deliver G. to Mr. Richardson for his parenting time.
- [117] Mr. Richardson's counsel responded to Ms. Stewart on March 21, 2025, confirming that: (1) the February 13, 2025 order was in effect immediately; and (2) Mr. Richardson holds G.'s passport by Justice Baker's order. However, Ms. Stewart still refused to transfer G. at the ordered time. Mr. Richardson's counsel informed Ms. Stewart that Mr. Richardson had plans to take G. to Disneyland from March 24 to March 29, 2025. Ms. Stewart still refused to deliver G. for Mr. Richardson's parenting time. She offered Mr. Richardson a few hours with G. at 2:30 p.m. on March 23, 2025 for a birthday party but insisted he would have to return G. right after the party. He declined.
- [118] On April 16, 2025, I granted Mr. Richardson eight days of compensatory time, a police-assist order to enforce his parenting time and costs. Throughout, Ms. Stewart remains unapologetic for breaching the February 13, 2025 court order and interfering with Mr. Richardson's parenting time. She is even angry that Mr. Richardson's application to enforce his parenting time took time away from her preparing to bring her disclosure application on April 28, 2025.
- [119] Ms. Stewart has shown complete disregard for Mr. Richardson's court ordered time with G. on this occasion and previous occasions. I agree with Dr. LaTorre that Ms. Stewart has demonstrated that she is unwilling or unable to foster Mr. Richardson's relationship with G., contrary to G.'s best interests.

[120] By contrast, Mr. Richardson has a pattern of following court orders. He also addressed Dr. LaTorre's recommendations specific to him including getting G. a pet in his home and bringing G.'s vaccinations up to date. He also spoke to his family doctor about allegations that Ms. Stewart made about him consuming alcohol and having narcolepsy. While Mr. Richardson did not believe either to be an issue affecting parenting, he readily followed Dr. LaTorre's recommendations in G.'s best interests.

Overall

- [121] G. appears to be doing well physically and emotionally. Mr. Richardson describes G. as happy and active in his care. I accept that G. enjoys her time with her father and her paternal grandmother, aunt and cousins. G.'s report card shows she is meeting the usually milestones and showing improvement in reading and writing.
- [122] Ms. Stewart describes some clinginess at her home. However, I am not persuaded the clinginess is significant or related to G.'s time with her father. Clinginess may also relate to a child's sense of conflict between her parents or an anxious attachment between the child and the parent they cling to. I am not prepared to speculate.
- [123] I have no concerns with Mr. Richardson's care of G. Mr. Richardson has cared for G. for extended periods of time--even two-week periods last summer--without any significant issues. He is willing and able to be involved in every aspect of G.'s life. G. was three years old at the time of the agreement/order. She is now age seven. At her age, it makes sense that she can handle longer periods of time away from each parent.
- [124] I find that Ms. Stewart's failure to foster G.'s relationship with Mr. Richardson puts G.'s psychological well-being at significant risk. Ms. Stewart has actively interfered with Mr. Richardson's parenting time. She also appears to lack insight as to how damaging this is for G.'s emotional development.
- [125] Dr. LaTorre recommends that Ms. Stewart and Mr. Richardson have equal parenting time of G. Dr. LaTorre states that there is a risk that Ms. Stewart will alienate G. from her father. I find there is significant risk that Ms. Stewart's will alienate G. from Mr. Richardson based on her deliberate attempts to interfere with Mr. Richardson's parenting time, including as recently as Spring Break 2025.
- [126] An equal parenting time schedule would reduce the risk of Ms. Stewart negatively affecting G.'s relationship with Mr. Richardson. It is in G.'s best interests that she have strong relationships with both parents, not just with Ms. Stewart. Equal parenting time will also send the message to G. that her father is an equal parent and that both of her parents are important. I find that an equal parenting time regime best meets G.'s interests.

- [127] Holiday parenting time has also been a significant source of conflict. I agree with Dr. LaTorre that it is in G.'s best interests that the final parenting time order set out holiday time with certainty, to reduce the conflict between the parties and the frequency of court applications. Flexibility, does not work for this family.
- [128] Dealing with the regular parenting schedule first, as mentioned, an equal shared parenting schedule is in G.'s best interests. However, in my view, a 2-2-5-5 schedule would be better for G. than the 2-2-3 schedule suggested by Dr. LaTorre.
- [129] A 2-2-5-5 parenting schedule would give each party two dedicated weeknights with G. every week and every other weekend. The benefits of Mr. Richardson and Ms. Stewart each having the same, dedicated weeknights each week are: (1) each parent may enrol G. in after school activities that land on their own weekdays time; and (2) G. will know that under the regular schedule, she will be always be at Ms. Stewart's home on Mondays and Tuesdays and will be at Mr. Richardson's home on Wednesdays and Thursdays.
- [130] As such, I am ordering the following 2-2-5-5 schedule commencing September 2, 2025:
- a) G. will be in Ms. Stewart's care: Monday noon until Wednesday noon each week;
 - b) G. will be in Mr. Richardson's care: Wednesday noon until Friday noon each week;
 - c) Week 1: G. will be in Mr. Richardson's care from Friday noon until Monday noon;
 - d) Week 2: G. will be in Ms. Stewart's care from Friday noon until Monday noon.
- [131] Dr. LaTorre suggested that when G. is older, a week on/week off schedule may be appropriate. He suggested that the Regular Parenting Schedule may be reviewed on or after G.'s eighth birthday to determine whether to move to a week-on, week-off schedule."
- [132] G. is age seven now. She will be eight in less than one year. In my view, it is not in G.'s interests to order another review. Another looming review will only delay finality and stability for G. and encourage the ongoing, high conflict, applications. The parties have already spent a lot of time and money on litigation leading up to this review. Rather than reviewing the schedule when G. turns eight years old, G. deserves the stability and certainty of a long-term schedule now.
- [133] I am of the view that by the time G. turns nine years old, she will be ready to move to a week on/week off regular parenting schedule without requiring another review. G. will turn nine in March 2027. However, it would not be ideal for G. to transition to the week on/week off part way through her school year.
- [134] As such, I order that the week on/week off parenting schedule start September 2027 and continue pending further order or written agreement between the parties. The transition day for the week on/week off parenting schedule will be Monday at noon unless the parties otherwise agree in writing.

- [135] Holidays and ancillary orders must be specified in detail in G.'s best interest to minimize conflict and applications to court. My orders regarding holiday parenting time are outlined in detail in Appendix A attached to my reasons. The orders are detailed to try to reduce conflict. While I have provided explanations for my orders in the Appendix, I will also address certain of these orders below.
- [136] Each of the parties sought time with G. on their own birthdays. In my view, it is more important for G.'s overall stability to reduce potential areas for conflict and therefore minimize: (1) the number of changes to the regular schedule; and (2) the number of exchanges between households. As such, I have not granted parenting time with G. on either parent's birthday. The regular schedule applies.
- [137] For the same reasons, I have not made special provisions for G.'s birthday, Easter, Thanksgiving, Family Day, Halloween or other holidays. There has been too much conflict between the parents over holidays. As well, sometimes the various holidays overlap. For example, in some years Easter or G.'s birthday occurs during Spring Break. To minimize exchanges between the parties' homes and eliminate confusion, I have chosen to carve out only G.'s Spring Break, Winter Break and Summer parenting time from the regular schedule.
- [138] Overall, the regular parenting schedule is now an equal. Each party will have a 50% chance that an occasion that I have not carved out of the regular schedule will fall on their regular parenting time. As well, the parties may celebrate special occasions during their own parenting time.
- [139] Dr. LaTorre suggested the parties have nightly calls with G. when she is in the other parent's care. I disagree. In my view, allowing such calls will likely cause further conflict. Ms. Stewart may use these calls to interrupt G.'s time and plans with her father as she has done previously. G. needs to enjoy peaceful, uninterrupted time with each parent.
- [140] In Appendix A, I have also made ancillary parenting orders in G.'s best interests. I make certain orders for the sake of clarity and to try to minimize future conflict or litigation. As seen in Appendix A, I vary portions of the parenting agreement because they are no longer applicable, are no longer in G.'s best interests or have already been appropriately varied by court orders.
- [141] Generally, in the event that the parties mutually agree to different terms than I have ordered in Appendix A, they are free to do so in writing.

Decision-making Relating to G.--Parties' Positions

- [142] Mr. Richardson seeks final say for significant decisions about G. when the parties cannot agree. Ms. Stewart submits that she should have the final say. She opposes Mr. Richardson having the final say because he is controlling, not forthcoming with information and has not been as involved or interested in G.'s medical, dental or education.

- [143] The September 2021 order provides for joint guardianship. The parties were required to attend mediation when they did not agree regarding a significant decision about G.
- [144] On August 12, 2022, Justice Dley removed the requirement for the parties to mediate. Ms. Stewart was opposed to mediation. Justice Dley appointed a parenting coordinator to resolve disagreements. If the parties could not agree on an issues, the parenting coordinator could make the determination which would be binding on the parties as if it were a court order.
- [145] However, even parenting coordination proved to be unworkable. Ms. Stewart did not properly engage in the parenting coordination process. As a result, the parenting coordinator withdrew in the summer of 2023.
- [146] Later in 2023, Mr. Richardson's counsel wrote to Ms. Stewart about retaining another parenting coordinator but she did not substantively respond.

Law: Variation of Guardianship

- [147] The relevant provisions of the Final Order of September 29, 2021, are:
2. BY CONSENT, for the exercise of any parental responsibilities, both guardians must consult each other about any important decisions that must be made and try to reach agreement concerning those important decisions.
 3. BY CONSENT, either guardian may, under section 49 of the Family Law Act, seek a judicial determination if they cannot agree on a guardianship issue after first attempting to resolve the issue through mediation.
- [148] By Order dated August 12, 2022, Justice Dley removed the mediation requirement and granted the parenting coordinator the final decision-making power in case of disputes:
- "10. In the event the parties cannot agree on any matter respecting the parenting arrangements and parenting schedule provided for in the Final Order and the Parenting Agreement, the Parenting Coordinator will make determinations on such matters pursuant to s. 18 of the Family Law Act as well as those matters set out in in subsections 6(3) and (4) of the Family Law Act Regulation.
14. BY CONSENT, paragraph 3 of the Final Order dated September 29, 2021 is deleted and replaced with the following:

If the parties are unable to agree on a guardianship issue, they will work with the parenting coordinator to resolve the disagreement. If they are unable to resolve the disagreement, the parenting coordinator will make the determination if it is within the jurisdiction of the parenting coordinator. Otherwise, either parent may apply to the court under section 49 of the Family Law Act for a determination of the issue in dispute."

- [149] Section 45 of the FLA gives the court jurisdiction to make orders allocating parenting time and parenting responsibilities.
- [150] Section 47 of the FLA allows the court may vary an order regarding parenting arrangements if there has been a change in the needs or circumstances of the child since the order was made.
- [151] The principles that apply to a variation under s. 47 are helpfully summarized at para. 20 of Mr. Richardson's counsel's written argument as follows:
- (a) Section 47 of the FLA requires a material change in circumstance. Once this threshold is met, the court can embark on a fresh inquiry into the best interest of the children: *Williamson v. Williamson*, 2016 BCCA 87, para. 31;
 - (b) To find a material change, the judge must be satisfied of 3 elements: (1) a change in the condition, means, needs or circumstances of the child and/or the ability of the parents to meet the needs of the child; (2) which materially affects the child; and (3) which was either not foreseen or could not have been reasonably contemplated by the judge who made the initial order: *Callaghan v. Charbonneau*, 2022 BCCA 167, para. 18;
 - (c) If the material change threshold is reached, the court's only consideration must be the best interests of the child, as set out in s. 37 of the FLA: *Wong v. Rooney*, 2020 BCSC 1387, para. 56;
 - (d) An existing joint custody order may be cancelled where substantial conflict develops: *Lucken v. Hopkins*, 1994 CanLII 325 (BCCA), para. 14;
 - (e) Ongoing or significant conflicts between parents may amount to a material change in circumstances: *Friedlander v. Claman*, 2015 BCSC 2409, para. 79;
 - (f) Frequent and intense high-conflict interactions between the parents can constitute a material change of circumstances warranting variation of a parenting order: *Villeneuve v. Agnew*, 2023 BCSC 1519, para. 55;
 - (g) Deliberate and consistent interference by one parent with the other's parenting time, flawed decision-making and the failure to recognize the importance of the other parent's consistent, regular involvement in the child's life constituted a change in circumstances: *Khangura v Rogalski*, 2017 BCSC 1753;
 - (h) A party in contempt of court order represents a material change in circumstance, such that a variance of the custody and parenting scheme can be considered. Breaches which include lack of cooperation in appointing, retaining and seeing the parenting coordinator, not providing special expense payments on a monthly basis, continuing disparaging of the claimant and his business, are all counter to the best interests of the child: *Friedlander v. Claman*, 2015 BCSC 2409, para. 117;

- (i) Repeated failure to comply with court orders may amount to a material change in circumstances: *Friedlander v. Claman*, 2015 BCSC 2409, paras. 77-82; *Davenport v Forliti*, 2019 BCSC 676, para. 118;
- (j) Where a guardian disobeys a court order, one consequence may be that the parenting arrangements are changed: *R.A.F. v T.N.M.*, 2020 BCSC 696, para. 43;
- (k) A pattern of behaviour intended to avoid, frustrate or delay the resolution of co-parenting issues can constitute grounds to change parenting arrangements: *K.R. v. S.O.*, 2002 BCSC 1381, paras. 82, 88-89;
- (l) The cumulative effect of a number of changes may satisfy the material change threshold: *K.A.B. v P.D.M.*, 2023 BCSC 1156, para. 94.

Variation of Guardianship-Analysis

- [152] At the time of their agreement and the order of September, 2021, the parties contemplated that they would be able to use mediation to resolve any guardianship issues. However, the level of conflict between the parties increased significantly since the September 2021 order. By the time the parties appeared before Justice Dley in August 2022, Ms. Stewart refused to attend mediation.
- [153] Justice Dley replaced mediation with a parenting coordinator and appointed Dr. Bolgar to assist the parties make decisions. However, Dr. Bolgar withdrew after only a few months because Ms. Stewart would not properly engage and did not comply with determinations.
- [154] In my view, another parenting coordinator would not assist the parties in making decisions relating to G. because Ms. Stewart does not follow determinations. Ms. Stewart at times does not follow court orders either. However, the court, unlike a parenting coordinator, has more options for enforcement.
- [155] The September 29, 2021 order contemplated that a mediator could assist the parties when they did not agree on significant decisions about G. The parties' inability to use a mediator or even a parenting coordinator to help them make decisions is a material change in circumstances since the September 29, 2021 order. As such, I will consider afresh what parenting arrangement is in G.'s best interests for decision-making.
- [156] Dr. LaTorre recommended that if the parties are unable to resolve issues by consent that Mr. Richardson be the parent who has the final say for all significant decisions. I agree that this is in G.'s best interests.
- [157] Section 37(i) of the FLA is a significant factor in this case-- the appropriateness of an arrangement that would require the child's guardians to cooperate on issues affecting the child. Here, the parties are unable to even communicate civilly, never mind make decisions cooperatively. The parties communicate electronically through the Our Family Wizard program for their non-emergency communications. On May 4, 2023, Justice Elwood

ordered that the parties must keep their communications "concise, not repetitive or unnecessary in nature, and relate exclusively to matters concerning the Child or to facilitate parenting of the Child."

- [158] Despite Justice Elwood's order, Ms. Stewart's communications to Mr. Richardson via Our Family Wizard continue to be problematic. As recently as spring of 2025 (even after receipt of Dr. LaTorre's report), Ms. Stewart continues to send Mr. Richardson unnecessary, repetitive communications that are often sarcastic, meanspirited, insulting and demeaning.
- [159] The parties are therefore not capable of cooperating to make decisions. It is in G.'s best interests for one parent to have final decision-making authority, subject to the other parent's ability to apply to court pursuant to s. 49 of the FLA to review a decision that they feel is not in G.'s best interests.
- [160] I accept Dr. LaTorre's recommendation that Mr. Richardson have the final say. Mr. Richardson is more likely to act in G.'s best interests than Ms. Stewart. Ms. Stewart is repeatedly dismissive of Mr. Richardson's input. She is therefore more likely to abuse the final say power by doing what she wants without seeking input. She has made decisions without seeking Mr. Richardson's input including: (1) removing G. from daycare in December 2022; (2) enrolling G. in Kindercare in September 2023; and (3) enrolling G. in Douglas Park Elementary School in or about May 2023. Mr. Richardson by contrast has shown that he accepts input from others as to G.'s best interests and follows court orders.
- [161] As such, the order of September 27, 2021 (as varied by Justice Dley) is varied to give Mr. Richardson the final say on significant decisions regarding G., subject to Ms. Stewart's ability under s. 49 of the FLA to review decisions.

Reimbursement of Expenses, Costs and Fines

- [162] Mr. Richardson also asks for orders relating to the parenting coordinator's fees, Dr. LaTorre's fees, previous fines and costs as well as special costs for the summary trial proceeding. Mr. Richardson asked that these matters be addressed at a later date. Accordingly, I adjourn these matters generally.

"Hamilton J."

Appendix A

Ancillary Changes Sought to the Parties' Existing Agreement and Orders

- [1] Paragraph III.(2) of the Parenting Agreement ("Transitions") states:

"If there is no school on a transition day, the transition will take place between 8 am and 9 am, and the Off-Duty Parent will pick the Child up from the On-Duty Parent's home."

- [2] The 8 a.m.- 9 a.m. time for transitions shall be deleted given the regular schedule I have ordered which has transitions at noon on Mondays.

- [3] Paragraph IV of the Parenting Agreement ("Changes to the Regular Parenting Schedule") states:

"Ad Hoc/Short-Term Changes to the Parenting Schedule

1. Mom and Dad are at liberty to vary the Regular Parenting Schedule on occasion to accommodate special circumstances and requests. All such variations shall be by written agreement of both parents, which can include email or text messages.
2. If either parent requests a reasonable change to the Regular Parenting Schedule, the other parent will try to accommodate reasonable requests and will not unreasonably withhold their consent.
3. If the on-duty parent misses their on duty parenting time, it is agreed reimbursement towards off duty parent expenses up to \$60 per day for child outings entertainment and daycare.
4. Whenever possible, Mom and Dad will make requests for changes to the Regular Parenting Schedule at least 48 hours in advance."

- [4] I am varying and replacing the above with the following:

"The regular parenting schedule may only be changed with the written agreement of both parties."

- [5] The purpose of this change is to reduce potential conflict between the parties and simplify when changes to the parenting schedule can be made.

Review of the Regular Parenting Schedule

- [6] Paragraphs 1 and 2 of Part XIX of the Parenting Agreement ("Review of Parenting Schedule") state:

"1. Mom and Dad agree that the Parenting Plan will be reviewed and amended from time to time:

- a. By agreement; or
 - b. As the needs, ages, and wishes of the Children changes; or
 - c. As the work schedules or demands of work upon either of and require changes to the schedule; or
 - d. If there is a significant change in Mom or Dad's circumstances or the circumstances of the Child.
2. In the event the parties cannot agree Mom and Dad will review the Parenting Plan with a parenting coach or mediator."

- [7] I am varying and replacing paragraph 2 above with the following order:

"In the event the parties cannot agree, the Claimant and the Respondent will have liberty to apply to the court for a determination."

[8] This is to address that the Order of Justice Dley made August 12, 2022 wisely removed the requirement for parenting coach and mediator.

Holiday Parenting Time

[9] I agree with Dr. LaTorre's recommendation that there be as little as possible left between Mr. Richardson and Ms. Stewart to decide upon their own for holidays and special days.

Spring Break

[10] Paragraph V1.(a) of the Parenting Agreement ("Holidays and Special Occasions: Spring Break") states:

"a. Spring Break:

- i. Spring Break commences when school finishes on Friday and ends when school resumes on the Monday morning following the break (the "Spring Break Period").
- ii. Mom and Dad will divide the Spring Break Period equally.
- iii. Mom and Dad will finalize the schedule for the Spring Break Period by the end January of each year."

[11] I am varying and replacing the above with the following order:

"The Spring Break period, defined as beginning Friday after the Child's last day of school and ending on the morning of the Child's return to school, shall be shared equally as follows:

- a) In odd numbered years, the Claimant shall have the Child during the first week of Spring Break from Friday at school and the Respondent shall have the Child during the second week of Spring Break until the morning of the day school resumes.
- b) In even numbered years, the Respondent shall have the Child during the first week of Spring Break from Friday at school and the Claimant shall have the Child during the second week of Spring Break until the morning of the day school resumes.
- c) The exchange of the Child between the first and second half of spring break will take place on noon on the Sunday that is approximately midway through Spring Break."

Summer Holidays

[12] Paragraph V.1.(c) of the Parenting Agreement ("Summer Holiday Period") states:

"c. Summer Holiday Period:

- i. The summer holiday period commences after school on the last day of school in June and ends on the morning when school resumes in September (the "Summer Holiday Period").

ii. The Regular Parenting Schedule will continue to apply during the summer. Subject to the input of the parenting coach, the parties will work towards a schedule whereby G. is with each parent on an alternating weekly basis. The parents will each be entitled to two weeks of holidays time, subject to the input of the parenting coach, so that G. has two consecutive weeks with each parent in each of July and August. Those holidays shall not be back to back, so that each party would not have the last two weeks in July AND the first two weeks in August.

iii. Mom and Dad will finalize the summer schedule by the end of March of each year."

[13] I am varying and replacing the above with the following:

"During the school summer holidays, the Regular Parenting Time schedule will be modified to a "Summer Parenting Schedule as follows:

- a) In the Summer of 2025, the parties will follow my order of July 9, 2025.
- b) In the summer of 2026, beginning the Monday after the child's last day of school, Mr. Richardson and Ms. Stewart will have equal summer parenting time on a one week-on and one week-off basis, with Mr. Richardson's week to commence first. The regular parenting schedule will resume at noon on the Monday which is the day prior to school resuming after summer. In the summer of 2027, the parties will follow the same schedule as 2026 except that Ms. Stewart's summer week will commence first.
- c) From the summer of 2028 on, beginning the Monday after the child's last day of school, Mr. Richardson and Ms. Stewart will have equal parenting time on a two week-on and two week-off-basis. The parent who had their regular parenting time parenting time week immediately prior to the summer break shall have the second 2-week summer time block and the other parent will have the first 2-week summer time block. The regular schedule will resume at noon on the Monday that is the day prior to school resuming after summer. The parent who did not have the child during the last summer time block will have their regular parenting time week commence first. The parent who had the child for the last summer parenting block will have their regular parenting time resume second.
- d) unless the parties otherwise agree, the parent whose parenting time is ending will be responsible to deliver the Child to the other parent for the beginning of the other parent's parenting time.
- e) the exchange of the Child will take place on noon on Mondays.

Winter Holidays

[14] Paragraph V.1.(e) of the Parenting Agreement ("Holidays and Special Occasions: Christmas Holiday Period") states:

"e. Christmas Holiday Period:

- i. The Children's Christmas holiday period commences after school on the last day of school in December and continues until drop-off at school on the first day of school in January (the "Christmas Holiday Period").
- ii. Mom and Dad will divide the Christmas Holiday Period equally, subject to the following:
 1. Mom and Dad will finalize the schedule for the Christmas Holiday Period by the end of September of each year;
 2. The Child will be with Mom in 2021 and every odd year from December 24th at noon to December 25th at noon, and with Dad from December 25th at noon to December 26 at noon. In 2022 and in every even year, the Child will be with Dad from December 24th at noon to December 25th at noon and with Mom from December 25th at noon to December 26th at noon."

[15] I am varying and replacing the above with the following order:

"The parties will share equally the parenting time during the "Winter Break", which term is defined as that period that begins with the last day of school in December and ends with the first day back to school in January.

The Regular Parenting Schedule as provided for in this Order will continue except that:

- a) In even numbered years, the Claimant will have the Child from Christmas Eve at 6:00 p.m. until Christmas Day at 2:00 p.m. and the Respondent will have the Child from 2:00 p.m. on Christmas Day until 6:00 p.m. on Boxing Day.
- b) In odd numbered years, the Respondent will have the Child from Christmas Eve at 6:00 p.m. until Christmas Day at 2:00 p.m., and the Claimant will have the Child from 2:00 p.m. on Christmas Day until 6:00 p.m. on Boxing Day."

G.'s Birthday

[16] Paragraph V.1.(h) of the Parenting Agreement ("Holidays and Special Occasions: Children's Birthdays") states:

"h. Children's Birthdays:

- i. If the On-Duty Parent is traveling with a child on the Child's birthday, then the parent who does not have the child will forego the visit.
- ii. Mom and Dad will organize the Child's birthday party for their school friends, with input from the Child.
- iii. Mom and Dad will agree on the dates for the Children's birthday parties for their school friends no later than February 1st of each year.

iv. The parents will alternate hosting the birthday party and the parents will work with a parenting coach with a view to moving forward to a situation where they can invite each other to the Child's birthday party."

[17] I am deleting the above term because has been a lot of conflict over G.'s birthday. Avoiding confusion, minimizing exchanges and keeping the schedule as simple as possible is in G.'s overall best interests.

Parents' Birthdays

[18] Paragraph V.1.(i) of the Parenting Agreement ("Holidays and Special Occasions: Parent's Birthdays") which states:

"i. Parent's Birthdays:

I. If Dad does not have the Child on his birthday (February 5), he will have the option of having dinner with the Child between 3 pm and 7pm.

II. If Mom does not have the Child on her birthday (July 27), she will have the option of having dinner with the Child between 3 pm and 7 pm."

[19] I am deleting the above. It is in G.'s overall best interests to minimize the number of changes to the regular schedule and minimize the number of transitions. It is not essential for G.'s overall best interests for the parties to celebrate their birthdays on the actual day. The parties are each free to hold a celebration of their own birthday with G. on their own parenting time when their actual birthday does not fall on their parenting time. The parties can agree in writing if they wish to implement time with G. on their birthday. Otherwise, the regular parenting schedule applies.

General Decision-making

[20] Paragraph 14 of the Order of Justice Dley dated August 12, 2022 states:

"If the parties are unable to agree on a guardianship issue, they will work with the parenting coordinator to resolve the disagreement. If they are unable to resolve the disagreement, the parenting coordinator will make the determination if it is within the jurisdiction of the parenting coordinator. Otherwise, either parent may apply to the court under section 49 of the Family Law Act for a determination of the issue in dispute."

[21] I have varied and replaced the above to implement Dr. LaTorre's recommendation, as follows:

"Where the parties are unable to reach an agreement on any important decision(s) relating to the Child, the Respondent will be entitled to make the decision(s) and the Claimant will have the right to apply for directions on any decision she considers contrary to the best interests of the Child under s. 49 of the Family Law Act."

Parenting Coordinator

[22] Paragraphs 1, 7, 8, 9 and 10 of the Order of Justice Dley dated August 12, 2022 require the parties have a parenting coordinator as follows:

"1. Dr. Ellie Bolgar is appointed as parenting coordinator (the "Parenting Coordinator")."

"7. BY CONSENT, both parties will cooperate with the parenting coordination process."

"8. BY CONSENT, both parties will have liberty to apply for any further orders or directions in relation to the retainer or appointment of the Parenting Coordinator."

"9. BY CONSENT, the Parenting Coordinator may do the following:

- a. help the parties resolve parenting issues;
- b. assist with the implementation, maintenance and monitoring of the parenting schedule set out in the Final Order and the Parenting Agreement, including alterations and modifications to the parenting schedule as well as the scheduling of holiday parenting time;
- c. identify, create and implement strategies for resolving conflicts between the parties;
- d. assist the parties in reaching agreement;
- e. help the parties communicate more effectively and monitor communications between the parties;
- f. help with the exchange of information about the Child."

"10. In the event the parties cannot agree on any matter respecting the parenting arrangements and parenting schedule provided for in the Final Order and the Parenting Agreement, the Parenting Coordinator will make determinations on such matters pursuant to s. 18 of the Family Law Act as well as those matters set out in in subsections 6(3) and (4) of the Family Law Act Regulation."

[23] I am deleting the above given the parties no longer use the PC process. I have granted Mr. Richardson the authority to make decisions in the event the parties cannot agree.

Medical and Dental

[24] Paragraph 1 of Part VI of the Parenting Agreement states:

"1. Mom will have responsibility for keeping track and making routine health care, eye exams, all recommended immunizations, and dental appointments. Once an appointment has been made, Mom will notify Dad, and both parents will be at liberty to attend the appointment."

[25] Consistent with my order above granting Mr. Richardson the authority to make decisions when the parties cannot agree, I vary and replace the above with the following order:

"The Respondent will have responsibility for keeping track and making routine health care appointments, eye exams, and dental appointments for the Child.

- a) Once an appointment has been made, the Respondent will notify the Claimant, and both parents will be at liberty to attend the appointment.
- b) The Respondent will have responsibility for ensuring the Child is up to date on all of her government recommended immunizations.
- c) The Respondent is authorized to have the Child receive all vaccinations recommended by the Child's family physician and to have the Child vaccinated against COVID-19 without the consent of the Claimant.
- d) The Respondent may take such steps as he deems necessary to ensure the Child is physically and emotionally prepared for vaccination.
- e) The Respondent will inform the Claimant of any health care appointment made for the Child. The Claimant may attend any appointment but will not interfere with the appointment or any decision made by the Respondent with respect to the Child's care."

Travel

[26] Paragraph 4 of Part IX of the Parenting Agreement ("Travel and Passports") states:

"4. Each year, Mom and Dad will provide the other parent with a signed letter consenting to the Children traveling within Canada & USA with the other parent during that parent's regular time or holidays with the Child."

[27] I am varying and replacing the above with the following order:

" Each year, no later than January 15th, Mom and Dad will provide the other parent with a signed letter consenting to the Children traveling within Canada & USA with the other parent during that parent's regular time or holidays with the Child."

[28] Ms. Stewart has at times unreasonably opposed Mr. Richardson's travel which has resulted in last minute applications which should have been unnecessary. The order is made to make it clear as to when Ms. Stewart is to provide a travel consent letter.

Telephone and Technology

[29] Paragraph 3 of Part XI of the Parenting Agreement ("Telephone and Technology") states:

"3. Mom and Dad will consult with each other prior to making purchases of smart phones, laptops, tablets for the Child."

[30] Paragraph 4 of Part XI of the Parenting Agreement ("Telephone and Technology") states:

"4. Access to internet and social media should be agreed by both parents. They will work with a parenting coach to discuss this issue."

[31] I am deleting the above terms to make the parties' arrangements consistent with my granting Mr. Richardson with authority to make decisions in the event the parties cannot agree.

Discipline

[32] Paragraph 2 of Part XII of the Parenting Agreement ("Discipline") states:

"2. Mom and Dad will discuss issues related to the Child's behaviour and discipline on a regular basis so that they can strive for mutually agreeable and consistent approaches."

[33] I am deleting the above to be consistent with my granting Mr. Richardson authority to make decisions in the event the parties cannot agree.

Parent-to-Parent Communications

[34] Paragraph 2, 3 and 4 of Part XIII of the Parenting Agreement dated September 29, 2021 ("Parent-to-Parent Communications") state:

"2. Mom and Dad will exchange all relevant information regarding the Child's activities, including but not limited to, health, education, and general welfare on a regular basis.

3. Mom and Dad will make their best efforts to respond to any text or email correspondence from the other parent within twenty-four hours, unless the text or email requires a more immediate response.

4. On transition days, the On-Duty Parent will provide the Off-Duty Parent with a summary through Our Family Wizard of necessary information about the Child's school, health and activities."

[35] I am deleting this term. In my view the term is no longer necessary and invites more communication between parents when their communication is unhealthy.

Extracurricular Activities

[36] Paragraph 1 of Part XV of the Parenting Agreement ("Extracurricular Activities") states:

"1 Mom and Dad will discuss and agree upon which sports and activities the Child will participate in each year."

[37] I am varying and replacing the above with the following order:

" The Claimant and the Respondent will discuss and attempt to agree upon which sports and activities the Child will participate in each year. If they are unable to agree, the Respondent will make the decision and the Claimant will have the right to apply for directions on any decision she considers contrary to the best interests of the Child. Notwithstanding this provision, in the event that one parent wishes to enrol the Child in an activity that:

a) Does not in any way interfere with the other parent's parenting time;

- b) Does not require the other parent to contribute financially to the activity;
- c) Is in the child's interests, that parent may do so.

Conflict Resolution

[38] Paragraphs 1, 2, 3, 4, and 5 of Part XX of the Parenting Agreement 2021 ("Conflict Resolution") states:

"1. Mom and Dad will make their best efforts to resolve any dispute regarding the Child, or any ambiguities regarding the terms of this Parenting Plan by having a joint discussion about the specific issue between themselves, using Our Family Wizard. The parties will make best efforts to respond within 48 hours or less if the issue is urgent or time sensitive. The response will be within a reasonable period time."

- 2. If Mom and Dad are unable resolve any issue in dispute after making their best efforts, Mom and Dad will engage in the following processes, prior to taking any legal steps;

First, they will try to resolve the dispute with the assistance of their parenting coaches;

- a. If they are unable to resolve their dispute through the parenting coaches, and the issue is within the jurisdiction of the Parenting Coordinator, they will refer the issue to the Parenting Coordinator;

If they are unable to resolve their dispute through the parenting coaches and the issue is not within the jurisdiction of the Parenting Coordinator, either parent is at liberty to initiate court proceedings to resolve the issue."

- 3. If there is a dispute regarding this Parenting Agreement, the operative terms of this Parenting Agreement will remain in full force and effect until there is a resolution by written agreement or a court order.
- 4. Mom and Dad shall appoint a mutually agreeable parenting coordinator for a period of two years to assist them in resolving any disputes within the jurisdiction of a parenting coordinator pursuant to the then current agreement approved for use by the BC Parentings Coordinators Roster Society.
- 5. Mom and Dad shall share the cost of the parenting coordinator in proportion to income, or as otherwise determined by the parenting coordinator.

[39] I am deleting the above term as I have granted Mr. Richardson the authority to make decisions in the event the parties disagree.

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ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/25/15/2025BCSC1526.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/stewart-v-richardson-2025>

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