
CANADA / JUDGMENT

Zonruiter v. Matthews

2020 BCSC 417

COURT

Supreme Court of British Columbia

DECIDED

19 March 2020

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2020 BCSC 417 Zonruiter v. Matthews

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Zonruiter v. Matthews,

2020 BCSC 417

Date: 20200319

Docket: 55020

Registry: Kamloops

Between:

Rebecca May Zonruiter

Claimant

And

Russell Vern Matthews

Respondent

Before: The Honourable Mr. Justice Marchand

Reasons for Judgment

Counsel for the Claimant:

R. Lammers

Appearing on his own behalf:

R.V. Matthews

Place and Date of Trial:

Kamloops, B.C.

March 9-12, 2020

Place and Date of Judgment:

Kamloops, B.C.

March 19, 2020

Introduction

- [1] Rebecca May Zonruiter and Russell Vern Matthews began living together in January 2013, were married on September 21, 2013 and separated in December 2015. They have one child together, Aiden. Aiden was born on May 16, 2015.
- [2] When the parties were together, they lived in Lloydminster, Alberta. Following their separation, Ms. Zonruiter moved with Aiden to Lone Butte, British Columbia to have the support of her family. Ms. Zonruiter was not intending to move to British Columbia permanently but that is what has happened. Ms. Zonruiter now lives in 100 Mile House with Aiden.
- [3] On July 4, 2016, the parties entered a Mediation/Arbitration process in Alberta. With the arbitrator's assistance, on July 28, 2016, they reached agreement on the division of their property, interim without prejudice child support and interim without prejudice sharing of daycare expenses. They also agreed to waive any claims for spousal support, retroactive child support and retroactive daycare expenses. Finally, they agreed to review child support and daycare expenses retroactive to August 1, 2016 in early July 2017, once they had their year-end income information for 2016.
- [4] On the same date, July 28, 2016, the arbitrator awarded primary care of Aiden to Ms. Zonruiter on an interim without prejudice basis. Due to concerns about Mr. Matthews' use of alcohol, the arbitrator granted Mr. Matthews supervised daytime access every third weekend in Kamloops or other agreed location. After three access weekends, Mr. Matthews was to move to overnight supervised access. Mr. Matthews was not to consume alcohol for 24 hours before and the entire duration of his time with Aiden.
- [5] Unfortunately, things did not go smoothly regarding Mr. Matthews' access. Amongst other things, each party was reluctant to accept supervisors suggested by the other, with the result being that Mr. Matthews had no face-to-face time with Aiden.
- [6] The arbitrator made a second interim decision on December 30, 2016. The arbitrator remained concerned about Mr. Matthews' drinking but modified her previous award to facilitate Mr. Matthews' access. Specifically, the arbitrator created a list of ten approved supervisors. She asked the parties to send their contact information to her so that she could

send each a letter to ensure they were aware of their duties as a supervisor. Further, she maintained the previous access schedule but awarded Mr. Matthews sole discretion to move to overnight supervised access after the first three access weekends. The arbitrator encouraged the parties to accommodate each other in Aiden's best interests, including with respect to scheduling additional access for Mr. Matthews.

- [7] Despite all of the arbitrator's efforts, Mr. Matthews did not exercise any face-to-face access for more than six months. To his credit, he relocated to Sorrento, British Columbia to be closer to Aiden but he continued to be reluctant to be supervised, particularly by anyone he thought would be biased in favour of Ms. Zonruiter. To his own and Aiden's detriment, he did not provide any contact information to the arbitrator for any of the supervisors he had previously proposed. Eventually, over the summer and early fall of 2017, Mr. Matthews had a number of supervised access weekends with Aiden. Sadly, that was the last Mr. Matthews saw Aiden.
- [8] Though the parties agreed to deal with all of their family law issues before the arbitrator, their dispute has resulted in various proceedings in Alberta and British Columbia, including this one. They attended a judicial case conference on December 6, 2017. Amongst other things, the parties agreed that "all matters concerning parenting and child support shall be determined by the British Columbia Supreme Court."
- [9] Based on the pleadings and the parties' trial briefs, they were far apart on a number of issues. Through the course of the trial, however, it became apparent that they were actually not as far apart as it seemed. By the conclusion of the trial, Mr. Matthews had formally withdrawn his claim for spousal support and the parties agreed that:
1. They be divorced;
 2. They share joint custody and joint guardianship;
 3. They abide by various conduct orders;
 4. Mr. Matthews be gradually re-introduced into Aiden's life;
 5. Mr. Matthews pay child support in accordance with the Federal Child Support Guidelines [Guidelines];
 6. Mr. Matthews' line 150 income be used to determine his income for purposes of child support from August 1, 2016 to December 31, 2018;
 7. They share daycare costs from August 1, 2016, with Ms. Zonruiter paying 60% and Mr. Matthews paying 40%; and
 8. A custody and access report be prepared by a family justice counsellor under s. 211 of the Family Law Act;
- [10] The issues that remain are:

1. The granting of a divorce in the absence of a clearance certificate;
2. The allocation of parental responsibilities;
3. The specifics of Mr. Matthews' access, including whether Mr. Matthews requires supervision;
4. Mr. Matthews' income for child support purposes in 2019; and
5. The enforceability in British Columbia of costs awards made by the arbitrator in Alberta.

Analysis

Divorce

- [11] Though the parties agree to divorce, I am unable to grant one. The parties meet the basic statutory requirements to divorce but Mr. Matthews has claimed for a divorce in his proceedings before the Alberta Court of Queen's Bench. Accordingly, the required clearance certificate has not been issued.
- [12] During the trial, Mr. Matthews provided counsel for Ms. Zonruiter a signed notice of discontinuance in relation to his Alberta proceedings. Once that has been filed, a clearance certificate will eventually be issued to the court in British Columbia.
- [13] The parties asked that I grant them a divorce effective 31 days following the filing of a clearance certificate. I consider such an order to be unacceptably imprecise. Instead, I will order that Ms. Zonruiter file a requisition with a divorce order in the usual form. Once the court receives the clearance certificate, I will endorse the divorce order based on the materials the parties have filed and the evidence I have heard.

Parental Responsibilities

- [14] Right or wrong, to this point in Aiden's life, Ms. Zonruiter has effectively had sole parental decision-making responsibility regarding Aiden. In my view, it is in Aiden's best interests for this to continue on an interim without prejudice basis. I say this for a number of reasons.
- [15] First of all, with the exception of some decisions she has made that unnecessarily hindered Mr. Matthews' access, Ms. Zonruiter has made excellent decisions that have served Aiden's best interests. As a result, by all accounts, Aiden is thriving. He is a happy, healthy, active, bright child. Ms. Zonruiter deserves much credit for how well Aiden is doing and now is not the time to disrupt Ms. Zonruiter's decision-making.
- [16] Secondly, Mr. Matthews has not been meaningfully involved in Aiden's life for over two years. Sadly, he does not know Aiden's circumstances, abilities and needs very well right now. Accordingly, he is not in a good position to make decisions that are best for Aiden.

- [17] Thirdly, Mr. Matthews has not demonstrated that he can communicate effectively with Ms. Zonruiter. Until he does, an equal sharing of parental responsibilities will likely only serve to sow further conflict between the parties, which would be contrary to Aiden's best interests.
- [18] Finally, the top priority is to re-introduce Mr. Matthews into Aiden's life. Getting caught up with decision-making may turn into a harmful distraction, which would also be contrary to Aiden's best interests.
- [19] I am not ordering an equal sharing of parental responsibilities right now but that could change if things work out well with Mr. Matthews' access. For now, I will be making certain orders to ensure that Ms. Zonruiter keeps Mr. Matthews apprised of important decisions affecting Aiden and that Mr. Matthews can access information about Aiden directly from third parties. As suggested by Ms. Zonruiter (and agreed to by Mr. Matthews), if Mr. Matthews does not have contact with Aiden for more than three consecutive months, her obligation to keep Mr. Matthews apprised of important decisions affecting Aiden will end. I will set out the details in my order.

Access

- [20] The parties agree that it would be best for Aiden to have Mr. Matthews gradually and safely re-introduced into his life. They differ on how that should be accomplished.
- [21] Ms. Zonruiter submits that it would be best for Aiden if Mr. Matthews followed a specific schedule of monthly daytime supervised access for the next six months. Ms. Zonruiter submits that Mr. Matthews exercise his access one weekend each month in Kamloops spending four hours with Aiden on Saturdays and three hours with Aiden on Sundays. Ms. Zonruiter submits that Mr. Matthews' access be supervised by a professional supervisor with the parties equally sharing the cost.
- [22] Mr. Matthews submits that it would be best for Aiden if Mr. Matthews exercised access on alternating weekends, statutory holidays and special occasions and, starting in 2021, equally during the summers. Mr. Matthews submits that he spend four hours with Aiden on the Saturday and Sunday of his first access weekend, eight hours with Aiden on the Saturday and Sunday of his next three access weekends, and then overnights after that. If supervision is necessary, Mr. Matthews has proposed the names of three supervisors.
- [23] The parties agree that Mr. Matthews should also have regular electronic access with Aiden. Ms. Zonruiter submits that this should occur at set times on Wednesdays and Sundays while Mr. Matthews submits that a little more flexibility would be best. They agree that, if Mr. Matthews does not exercise his electronic access with Aiden for three consecutive months, his electronic access should end.

- [24] Every child benefits from having a loving, caring, supportive, and reliable relationship with both parents. Aiden has already suffered as a result of not forming an attachment to Mr. Matthews. Now is not the time to assign blame for that. Rather, given Aiden's age and the amount of time that has already gone by with no contact with Mr. Matthews, now is the time to take measured and appropriate steps to remedy the situation. That will require the commitment of both parties.
- [25] Assuming no safety issues and that access actually occurs, I consider each of the parties' submissions to fall short of maximizing Aiden's time with Mr. Matthews in a way that is consistent with Aiden's best interests.
- [26] In my respectful view, monthly access will be inadequate to allow Mr. Matthews to meaningfully re-enter Aiden's life while alternating weekends may overwhelm Aiden after so much time apart. I find myself in agreement with the arbitrator that every three weekends for several months would be best for Aiden.
- [27] In addition, I agree with Mr. Matthews that he have electronic access with Aiden at set times on Sundays and additional times on reasonable notice to Ms. Zonruiter. I will spell out the details in my order. I consider it premature to make any order to conditionally terminate Mr. Matthews' electronic access. That is a topic best left for a future review.
- [28] If Mr. Matthews is able to consistently spend quality time with Aiden every third weekend for several months, it is likely that his time with Aiden will increase following a review.
- [29] As for supervision, I am in agreement with Ms. Zonruiter that it is required.
- [30] During the trial, Mr. Matthews fully acknowledged the depth of his past issues with alcohol. He appears to have had a real wake-up call following a near-fatal motorcycle accident on May 7, 2018. He has been receiving "counselling" from a retired counsellor named Marvin Quiring and attending AA meetings. While Mr. Matthews has made significant progress, slips and relapses can be expected on his road to recovery. Supervision is required to ensure Aiden is not endangered by Mr. Matthews' use of alcohol.
- [31] Further, while Mr. Matthews appears to have made a miraculous recovery from his accident and presented well at trial, the medical records make clear that Mr. Matthews' suffered a traumatic brain injury in the accident. He lost consciousness at the scene, suffered extensive facial injuries, and has amnesia from about two weeks prior to two weeks following the accident. In the absence of a formal assessment of the extent of his brain injury, I have no way of knowing whether Mr. Matthews has any ongoing cognitive impairment that may affect his parenting. Supervision will address any parenting concerns related to Mr. Matthews' cognitive function.
- [32] Finally, while I do not doubt that Mr. Matthews is "good with children", he really has no parenting experience. Considering the complicating factor of his brain injury, supervision is required to ensure that Mr. Matthews is, in fact, capable of parenting Aiden on his own.

- [33] I have absolutely no concerns with the quality of supervision that a professional supervisor would provide, if hired. In addition, a professional supervisor could provide objective reports concerning Mr. Matthews' time with Aiden. Equally sharing the cost of professional supervision as suggested by Ms. Zonruiter would also be fair and ensure that the supervisor was not biased towards the parent paying for the supervision.
- [34] Given all of the benefits, I will be incorporating professional supervision into my order. Given Mr. Matthews' somewhat unstable living situation, uncertain employment and immense arrears, I will not, however, limit supervision to professional supervisors. The most important thing for Aiden's wellbeing is to provide as many avenues as possible for Mr. Matthews to spend meaningful time with him.
- [35] It is unfortunate that Ms. Zonruiter and her family appear to have reached their limit in trying to assist Mr. Matthews to spend time with Aiden. From what I observed and heard during the trial, Mr. Matthews' attitudes have changed and, of course, Aiden is older. I am confident that the supervisor's duties will be reduced to some degree by reason of Aiden's age. I am also confident that Ms. Zonruiter's friends and family would be treated more respectfully by Mr. Matthews if they volunteered to supervise his access in the future. I will leave the door open to Ms. Zonruiter to propose supervisors but understand that she may not wish to do so.
- [36] As for the supervisors proposed by Mr. Matthews, I have no hesitation in approving Mr. Quiring as a supervisor. He has extensive education, training and experience in the area of child welfare. During his testimony, he made clear that he cares equally about the wellbeing of both parties but cares most about the wellbeing of Aiden.
- [37] Based on Mr. Matthews' descriptions, it sounds like his friend Shawn Gaynor and his ex-partner's 21 year-old daughter, Taylor Nelson, may well be good candidates to act as supervisors. Unfortunately, neither testified so Mr. Matthews did not convince me that that was the case. My order will be crafted to leave open the possibility of Mr. Gaynor, Ms. Nelson or others supervising Mr. Matthews' access, provided they satisfy Ms. Zonruiter that they would be suitable.
- [38] In this regard, I have in mind that any supervisor proposed by Mr. Matthews would speak or otherwise provide information to Ms. Zonruiter concerning their experience with children, their suitability to supervise Mr. Matthews and their understanding that they must put Aiden's best interests ahead of Mr. Matthews' interests.
- [39] If Mr. Matthews is of the view that Ms. Zonruiter is unreasonably withholding her approval of a proposed supervisor, Mr. Matthews can bring an application before me.

- [40] The parties agreed that a six month access review would be appropriate. Their positions were, I am sure, based on access being in line with their own submissions. Based on the order I will be making, I consider it best to seize myself of the parties' dispute and have a review sooner. That way, I will be able to expand or contract Mr. Matthews' access, add or delete supervisors, or make any other necessary orders to keep the re-unification of Aiden and Mr. Matthews on track, provided it remains in Aiden's best interests.
- [41] My order will be drafted broadly and flexibly enough that, if everything is going well and the parties agree to changes to Mr. Matthews' access, they will not have to return to court for a review.

Child Support

- [42] The parties agree that child support be retroactively adjusted to August 1, 2016 based on Mr. Matthews' Guidelines income. I consider this to be appropriate in that the arbitrator's initial award was made on an interim without prejudice basis and was based on incomplete and/or outdated information. The initial award was intended to be reviewed in 2017 and should then have been updated on an annual basis - but that did not occur. Now is the time to correct child support to the date of the original award and doing so is, in my view, consistent with the leading case on the retroactive adjustment of child support, *D.B.S. v. S.R.G.*, 2006 SCC 37.
- [43] Under both the Divorce Act and Family Law Act, child support must be paid in accordance with the Guidelines. Under the Guidelines, child support is based on the payor's income, the number of children and the parenting arrangements.
- [44] Under s. 16 of the Guidelines, child support is ordinarily based on the payor's total income as reported at line 150 of their tax return. There are, however, a number of adjustments and exceptions. Of relevance to these proceedings, s. 19 of the Guidelines empowers the court to "impute" income in appropriate circumstances.
- [45] Between August 1, 2016 and December 31, 2018, the parties agree that Mr. Matthews pay child support as follows:

Year

Line 150 Income

Child Support

2016

\$51,576

\$426/month (Alberta rate)

2017

\$83,697

\$734/month for seven months

(Alberta rate)

\$800/month for five months

(B.C. rate)

2018

\$37,063

\$348/month (B.C. rate)

- [46] For 2019 and moving forward, Ms. Zonruiter submits that Mr. Matthews pay child support based on an imputed annual income of \$70,000 while Mr. Matthews submits that he pay child support based on his actual earnings in 2019.
- [47] Parents have a legal obligation to earn as much as they can to meet their obligation to financially support their children: *Earle v. Earle*, 1999 CanLII 6914 (B.C.S.C.). In cases where they are intentionally under-employed or intentionally unemployed, s. 19(1)(a) of the Guidelines empowers the court to impute income "other than where the under-employment or unemployment is required by the needs of a child of the marriage " The overarching principle under s. 19(1)(a) is reasonableness, having regard to the needs of the child and the earning capacity of the payor: *K. (T.) v. A. (R.J.H.)*, 2015 BCCA 8.
- [48] In this case, Mr. Matthews has a business management diploma from the Southern Alberta Institute of Technology and an "associate's degree" in production maintenance management through his service in the U.S. military. Mr. Matthews has significant experience in the construction, and oil and gas industries. He has demonstrated the ability to earn a very good income in the past, principally in the oil and gas industry.
- [49] Mr. Matthews' income dipped significantly in 2018, in part due to his relocation to British Columbia and in part due to being off work for a prolonged period due to his accident.
- [50] From January to October 2019, Mr. Matthews earned a total of \$33,046 in employment income in British Columbia through seasonal work for Systra Canada Inc. (Rocky Mountaineer) and Trademark Glassworks Ltd. I accept his evidence that his income was somewhat limited during this period due to his injuries and, in particular, his many medical appointments.
- [51] At the end of October 2019, Mr. Matthews was laid off from Trademark Glassworks and moved temporarily to Idaho where he worked for a friend in return for room, board and enough income to make various payments he is obliged to make, including the motorcycle that was written off in his accident and his truck (but, notably, not child support).

- [52] Currently, Mr. Matthews is in the process of moving back to Sorrento. He hopes to find work refurbishing ski chalets at the Silver Star ski resort. If that does not work out, he can return to Trademark Glassworks where he will earn \$22 per hour for up to eight hours per day, subject to his ongoing need to attend various medical appointments.
- [53] Against this backdrop, I am not prepared to impute income to Mr. Matthews under s. 19(1) (a) of the Guidelines. Though Mr. Matthews is not earning as much as he has earned in the past, I am unable to find that he is intentionally under-employed or unemployed. He no longer lives in Alberta and, in any event, suffered serious injuries which, together with the required treatment, left him unable to meet the demands of the service rig work he had been doing. In addition, in the current economic times, I am not at all sure there is much high-paying work available for Mr. Matthews in the oil and gas industry.
- [54] Given his injuries and appointments, Mr. Matthews is fortunate to have found work with sympathetic and accommodating employers. In the circumstances, I consider it appropriate to base child support on Mr. Matthews' actual income in 2019.
- [55] Mr. Matthews is not paid a wage in Idaho. In these circumstances, the best I can do is estimate his earnings. I consider it best to do so by extrapolating his earnings in British Columbia in 2019 over a full 12 months. I say this because Mr. Matthews has had a similar standard of living in both British Columbia and Idaho. In both locations, he has had a roof over his head, food on his table and kept up with some of his payments, but not much else.
- [56] Extrapolating the \$33,046 Mr. Matthews earned in British Columbia in the first ten months of 2019 over twelve months, I find that Mr. Matthews has a 2019 income for child support purposes of \$40,000. As a result, as of January 1, 2019, Mr. Matthews must pay Ms. Zonruiter child support of \$376 per month.

Enforceability of Costs Awards

- [57] Ms. Zonruiter seeks to enforce costs awards made in her favour by the arbitrator in Alberta. She was unable to locate any authority on point. As an apparent case of first impression, it will take me some additional time to consider Ms. Zonruiter's submissions. Rather than delay the parties' ability to move forward with the most critical aspects of my decision, I am issuing a partial decision now. I will issue a further decision regarding the arbitration costs issue relatively soon.

Conclusion and Order

- [58] For all of these reasons, I make the following order:

1. Ms. Zonruiter shall file a separate divorce order in the usual form by requisition.
2. The parties shall have joint custody and joint guardianship of Aiden.

3. On an interim basis, Ms. Zonruiter shall have the following s. 41 parental responsibilities under s. 40(2) of the Family Law Act:
 - a. making day-to-day decisions affecting Aiden and having day-to-day care, control and supervision of Aiden;
 - b. making decisions respecting where Aiden will reside;
 - c. making decisions respecting with whom Aiden will live and associate;
 - d. making decisions respecting Aiden's education and participation in extracurricular activities, including the nature, extent and location;
 - e. making decisions respecting Aiden's cultural, linguistic, religious and spiritual upbringing and heritage;
 - f. subject to s. 17 of the Infants Act, giving, refusing or withdrawing consent to medical, dental and other health-related treatments for Aiden;
 - g. applying for a passport, licence, permit, benefit, privilege or other thing for Aiden;
 - h. giving, refusing or withdrawing consent for Aiden, if consent is required;
 - i. receiving and responding to any notice that a parent or guardian is entitled or required by law to receive;
 - j. requesting and receiving from third parties health, education or other information respecting Aiden;
 - k. subject to any applicable provincial legislation,
 - i. starting, defending, compromising or settling any proceeding relating to Aiden, and
 - ii. identifying, advancing and protecting Aiden's legal and financial interests;
 - l. exercising any other responsibilities reasonably necessary to nurture Aiden's development.
4. On an interim basis, Ms. Zonruiter must inform Mr. Matthews of any significant decisions she makes concerning Aiden, including significant decisions about his health (except emergency decisions), education, religious instruction and general welfare.
5. On an interim basis, if Mr. Matthews does not have contact with Aiden for three consecutive months, Ms. Zonruiter's obligation to inform Mr. Matthews of any significant decisions she makes concerning Aiden ends.
6. Ms. Zonruiter may travel internationally with Aiden without Mr. Matthews' consent. Before doing so, Ms. Zonruiter must inform Mr. Matthews of her plans and provide him with an itinerary and contact information at least 21 days in advance of departure.

7. On an interim basis, Mr. Matthews has the right to obtain information concerning Aiden directly from third parties, including but not limited to teachers, counsellors, medical professionals, and third party care givers.
8. Aiden shall reside primarily with Ms. Zonruiter.
9. On an interim basis, Mr. Matthews shall have access with Aiden in Kamloops as follows:
 - a. Commencing April 11, 2020, Mr. Matthews shall have supervised access with Aiden every third weekend from 1:00 p.m. to 5:00 p.m. on Saturdays and from 10 a.m. to 2:00 p.m. on Sundays;
 - b. Following three access weekends, Mr. Matthews shall have supervised access with Aiden every third weekend from 9:00 a.m. to 5:00 p.m. on Saturdays and from 9:00 a.m. to 2:00 p.m. on Sundays;
 - c. Commencing immediately, Mr. Matthews shall have electronic access with Aiden:
 - i. On Sundays (other than Sundays on which Mr. Matthews exercises his supervised access) at 6:30 p.m.;
 - ii. On Father's Day;
 - iii. On Aiden's and Mr. Matthews' birthdays; and
 - iv. Provided Ms. Zonruiter is available, on one day's notice to Ms. Zonruiter;
 - d. Any other times and any other locations agreed to in writing in advance by the parties, which may, at Ms. Zonruiter's discretion, include unsupervised and/or overnight access.
10. On an interim basis, Mr. Matthews' access shall be supervised by:
 - a. A professional supervisor with the cost to be shared equally by the parties;
 - b. Marvin Quiring; or
 - c. Any other responsible person approved in writing in advance by Ms. Zonruiter, with Ms. Zonruiter's approval not to be unreasonably withheld.
11. Under s. 225 of the Family Law Act, except in case of emergency, the parties shall communicate with each other only by email, and only for purposes of Ms. Zonruiter informing Mr. Matthews of important decisions affecting Aiden or regarding Mr. Matthews' access.
12. The parties will:
 - a. put the best interests of Aiden before their own interests;
 - b. encourage Aiden to have a good relationship with the other parent and speak to Aiden about the other parent and that parent's partner (if any) in a positive and respectful manner; and

-
- c. make a real effort to maintain polite, respectful communications with each other, refraining from any negative or hostile criticism, communication or argument in front of Aiden.
- 13. The parties will not:
 - a. question Aiden about the other parent or time spent with the other parent beyond simple conversational questions;
 - b. discuss with Aiden any inappropriate adult, court or legal matters; or
 - c. blame, criticize or disparage the other parent to Aiden.
 - 14. The parties will encourage their respective families to refrain from any negative comments about the other parent and his or her extended family, and from discussions in front of Aiden concerning family issues or litigation.
 - 15. Mr. Matthews will not consume or possess any alcohol during his access with Aiden and for 24 hours before exercising access.
 - 16. After consulting with the other party concerning their availability, either party may schedule a review of the allocation of parental responsibilities and/or Mr. Matthews' access before me four months after the making of this order. To ensure that the interim orders are serving Aiden's best interests, amongst other things, the review may consider:
 - a. The quality and consistency of Mr. Matthews' access;
 - b. The quality, quantity and appropriateness of communications between the parties;
 - c. The level of cooperation and consideration the parties extend to one another;
 - d. Mr. Matthews' sobriety; and
 - e. Whether supervision of Mr. Matthews' access is still required.
 - 17. The party requesting a review shall file affidavit evidence in support of any requested changes to the allocation of parental responsibilities and/or Mr. Matthews' access at least 14 days in advance of a review. The other party shall file affidavit evidence in reply, if any, at least seven days in advance of a review.
 - 18. Under s. 211 of the Family Law Act, a Family Justice Counsellor shall prepare a report to assess:
 - a. The future sharing of parental responsibilities; and
 - b. Mr. Matthews' access, including whether Mr. Matthews' access should include overnights and whether Mr. Matthews' access should be supervised.
 - 19. The parties shall promptly submit a request for the preparation of the s. 211 report and provide any required information to the Family Justice Counsellor.
 - 20. Mr. Matthews is found:

- a. In 2016, to be a resident of Alberta and to have a gross annual income of \$51,576;
 - b. From January 1 to July 31, 2017 to be a resident of Alberta and from August 1 to December 31, 2017 to be a resident of British Columbia, and to have a gross annual income of \$83,697; and
 - c. Effective January 1, 2019, to be a resident of British Columbia and to have a gross annual income of \$40,000.
21. Mr. Matthews shall pay to Ms. Zonruiter the following amounts for the support of Aiden on the first day of each month, for as long as Aiden is eligible for support under the Divorce Act or until further agreement of the parties or court order:
 - a. Commencing August 1, 2016, \$426 per month;
 - b. Commencing January 1, 2017, \$734 per month;
 - c. Commencing August 1, 2017, \$800 per month;
 - d. Commencing January 1, 2018, \$348 per month; and
 - e. Commencing January 1, 2019, \$376 per month.
 22. Commencing August 1, 2016, the parties shall share daycare expenses incurred as a result of Ms. Zonruiter's employment, illness, disability, or education or training for employment, with Ms. Zonruiter paying 60% and Mr. Matthews paying 40%.
 23. Commencing in 2021, and for as long as Aiden is eligible to receive child support, the parties shall exchange:
 - a. Copies of their respective income tax returns for the previous year, including all attachments, not later than June 1 each year; and
 - b. Copies of any Notice of Assessment or Reassessment provided to them by Canada Revenue Agency, immediately upon receipt.
 24. Commencing in 2021, the parties shall adjust child support to accord with Mr. Matthews' gross annual income in the previous tax year effective July 1 each year.
 25. Commencing in 2021, the parties shall share daycare expenses incurred as a result of Ms. Zonruiter's employment, illness, disability, or education or training for employment in proportion to their gross annual incomes in the previous tax year effective July 1 each year.
 26. Mr. Matthews claim for spousal support is withdrawn.
 27. I seize myself of this proceeding for the next two years.
 28. I dispense with the need for Mr. Matthews to approve the form of order.

- [59] Based on the positions advanced in the parties' trial briefs, it is my preliminary view that success has been divided and that the parties ought to bear their own costs. If either party wishes to make submissions on costs otherwise, they may do so by filing and providing the other party with written submissions by April 17, 2020.
- [60] If either party files written submissions concerning costs, the other party may file and provide the originating party with their written submissions in response by May 1, 2020. The originating party will then have until May 8, 2020 to file and provide the other party with a brief written reply.
- [61] If neither party files written submissions concerning costs by April 17, 2020, the parties will bear their own costs.
- [62] I thank counsel for Ms. Zonruiter for her assistance. I wish the parties and especially Aiden well.

"L.S. Marchand J."

MARCHAND J.

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