

2021 ONSC 7148
Ontario Superior Court of Justice

M. v. M.

2021 CarswellOnt 14907, 2021 ONSC 7148, 341 A.C.W.S. (3d) 56

J.M.M. v. C.P.M.

Fowler Byrne J.

Heard: October 21, 2021
Judgment: October 27, 2021
Docket: FS-20-98415

Counsel: Julie **Stanchieri**, for Applicant
Julie Zimmerman, for Respondent

Subject: Contracts; Family

Related Abridgment Classifications

Family law

VIII Support

VIII.2 Child support

VIII.2.b Determination of quantum

Family law

VIII Support

VIII.2 Child support

VIII.2.c Extraordinary expenses

VIII.2.c.i Necessity and reasonableness

Family law

X Custody and access

X.6 Shared custody

Headnote

Family law --- Custody and access — Shared custody

Parties separated in May 2018, after 11 year cohabitation, which included marriage of almost seven years — There were two children of relationship, who were nine and seven years old — Both parties had good jobs that allowed them to work from home at least half of time — Following separation, parties remained in matrimonial home until June 2018, when mother called police and alleged assault by father — Father moved in with parents — Issue of alleged assault was resolved by way of peace bond — Parties reached agreement on shared parenting of children in August 2018 — It was agreed that father would have children on alternate weeks from Friday to Monday and on other alternate weeks from Wednesday to Friday — Father moved closer to children and purchased home in same school district with equity from matrimonial home — Mother and children continued to reside in matrimonial home until September 2020, when mother and children moved — Father obtained order that children continue to attend same school — Father brought motion for shared parenting schedule on week about basis, order for counselling and order that s. 7 expenses be shared proportionate to income; mother brought cross-motion for child support and payment of s. 7 expenses proportionate to income — Motion granted; cross-motion granted — Both parents could provide safe and appropriate living environment for children — Father lived about 15 minute drive from children's

school and mother was about 30 minutes from school — All of children’s activities were in Caledon area — It was not in children’s best interests to make significant change to parenting schedule — Children were accustomed to seeing each parent each week, and that should not change pending trial — However, it was also in best interests of children to have more time with father — Given involvement of father in extracurricular activities of children, one additional overnight visit would not have significant impact in children’s lives or alter status quo in any meaningful manner — Children were to reside with father from Thursday after school until Monday morning in first week and from Wednesday after school until Friday morning in second week — Otherwise, children were to reside with mother — Parties reached agreement on issue of counselling.

Family law --- Support — Child support — Determination of quantum

Parties separated in May 2018, after 11 year cohabitation, which included marriage of almost seven years — There were two children of relationship, who were nine and seven years old — Both parties had good jobs that allowed them to work from home at least half of time — Following separation, parties remained in matrimonial home until June 2018, when mother called police and alleged assault by father — Father moved in with parents — Issue of alleged assault was resolved by way of peace bond — Parties reached agreement on shared parenting of children in August 2018 — Father brought motion for shared parenting schedule on week about basis, order for counselling and order that s. 7 expenses be shared proportionate to income; mother brought cross-motion for child support and payment of s. 7 expenses proportionate to income — Motion granted; cross-motion granted — Shared parenting was ordered — Father earned \$144,949 in 2020 and had child support obligation of \$2,018 per month — Mother earned \$125,963 in 2020 and had child support obligation of \$1,789 per month — Father was ordered to pay set-off amount of \$229 per month.

Family law --- Support — Child support — Extraordinary expenses — Necessity and reasonableness

Parties separated in May 2018, after 11 year cohabitation, which included marriage of almost seven years — There were two children of relationship, who were nine and seven years old — Both parties had good jobs that allowed them to work from home at least half of time — Following separation, parties remained in matrimonial home until June 2018, when mother called police and alleged assault by father — Father moved in with parents — Issue of alleged assault was resolved by way of peace bond — Parties reached agreement on shared parenting of children in August 2018 — Parties were able to agree on division of s.7 expenses, and almost all of s.7 activities — Father brought motion for shared parenting schedule on week about basis, order for counselling and order that s. 7 expenses be shared proportionate to income; mother brought cross-motion for child support and payment of s. 7 expenses proportionate to income — Motion granted; cross-motion granted — Shared parenting was ordered — Sole s.7 expenses at issue were eldest child’s power skating and hockey skills development — Mother’s objection to extra training for child was rejected — Each party was to have own set of sports equipment for children.

Table of Authorities

Cases considered by *Fowler Byrne J.*:

- Balke v. O’Connor* (2017), 2017 ONSC 2491, 2017 CarswellOnt 7414 (Ont. S.C.J.) — considered
- Batsinda v. Batsinda* (2013), 2013 ONSC 7869, 2013 CarswellOnt 18635 (Ont. S.C.J.) — considered
- Knapp v. Knapp* (2021), 2021 ONCA 305, 2021 CarswellOnt 6759, 155 O.R. (3d) 721 (Ont. C.A.) — referred to
- McPhail v. McPhail* (2018), 2018 ONSC 735, 2018 CarswellOnt 1012 (Ont. S.C.J.) — considered
- Sharaf v. Zahab* (2018), 2018 ONSC 4801, 2018 CarswellOnt 13236 (Ont. S.C.J.) — considered

Statutes considered:

- Divorce Act*, R.S.C. 1985, c. 3 (2nd Supp.)
 - Generally — referred to
 - s. 16(1) — referred to
 - s. 16(2) — referred to

s. 16(3) — referred to

s. 16(6) — referred to

Regulations considered:

Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.)

Federal Child Support Guidelines, SOR/97-175

Generally — referred to

s. 7 — referred to

s. 9 — referred to

MOTION by father for shared parenting schedule on week about basis, order for counselling and order that s. 7 expenses be shared proportionate to income; CROSS-MOTION by mother for child support and payment of s. 7 expenses proportionate to income.

Fowler Byrne J.:

1 There are two motions before me today. These motions involve parenting issues for the parties' two children, N., who is now nine years old, and A., who is now seven years old. The parties separated on May 28, 2018, after an eleven year cohabitation, which included a marriage of almost seven years.

2 The Respondent Father seeks the following:

- a) A shared parenting schedule;
- b) An order that either parent can bring the children to a specific counsellor;
- c) That the Applicant Mother transport the children to their activities during her parenting time;
- d) A finding that the following activities are approved activities for the children, which will be considered s.7 expenses, and paid in proportionate to their income:
 - 1) For N: rep hockey, power skating, hockey skills development, soccer and tutoring; and
 - 2) For A: rep hockey, soccer, gymnastics and tutoring.
- e) That the Father be custodian of the children's equipment.

3 The Applicant Mother seeks the following:

- a) Child support payable by the Father in accordance with *Federal Child Support Guidelines*, SOR/97-175 ("*Guidelines*");
- b) That the parties pay the children's s.7 expenses in proportion to their income.

4 To their credit, the parties were able to resolve the issue of counselling, division of s.7 expenses, and almost all of the

s.7 activities themselves. They were also able to agree on a significant number of provisions of a joint parenting plan, for which they should be commended. Accordingly, the main issue to be determined on this day was the residency schedule for the children, with a few minor issues related to the children's activities. Child support will flow from my decision on the residency schedule.

Background

5 Prior to separation, the parties lived in a large home on an oversized lot in the small community of Palgrave, in the Town of Caledon. Both the parents had good jobs that allowed them to work from home at least half of the time. The Father had a bit more flexibility in his hours, but in general, both parents were around the home quite a bit. On the date of separation, the children were five years old and three years old. Even at that young age, the children were involved in many activities, in both the winter and the summer. When they were old enough, the children attended Palgrave Public School, the local school in their community.

6 Following separation, the parties both remained in the matrimonial home until June 18, 2018, when the Mother called the police and alleged that she was assaulted. The Father was removed from the home and he went to live with his parents in Bradford, Ontario, approximately a one-half hour drive away. While the parties disagree on whether the assault occurred and whether charges are warranted, it is agreed that it was resolved by way of a peace bond which expired on July 18, 2019.

7 Both parties retained counsel. In August 2018, a four-way meeting took place wherein the parties agreed to a parenting schedule. The Mother produced a redacted letter from the Father's counsel to her counsel, wherein it states that they agreed that the Father was to have the children on alternate weeks from Friday to Monday (exchanges to be at the school) and on the other alternate weeks, from Wednesday to Friday (exchanges at the school). Otherwise, the children lived with the Mother.

8 Parenting time continued in accordance with this agreement. When school was not in session, exchanges took place at an agreeable Tim Horton's. By January 2020, the Father moved closer, namely to Alliston where he resided with his new partner. Once the equity in the matrimonial home was released, the Father purchased a home for him and the children in Bolton, Ontario, which is still in the flex boundary for the children's school.

9 The Mother and the children continued to reside in the matrimonial home until September 7, 2020. During that time, the Father did not pay child support but did contribute approximately \$2,500 towards the expenses of the matrimonial home.

10 In September 2020, the Mother moved with the children to the west of Uxbridge, Ontario, where she had purchased a new home. The Mother provided formal notice of her intention to move on March 21, 2020 in accordance with the new provisions of the *Divorce Act, R.S.C., 1985, c. 3 (2nd Supp.)*. She claims the Father was aware of her intention to move to Uxbridge before that date as well.

11 The Father did not agree that the children should attend school in Uxbridge. At the beginning of September 2020, before the Application was even served, the Mother brought an urgent motion seeking primary residence, custody (as it was known then), a change of school to Uxbridge, child support, s.7 expenses, an equalization payment, and the severing of the divorce. At the first appearance, it was found that only the issue of schooling was deemed urgent. Accordingly, a motion was scheduled before McGee J. to determine the children's schooling.

12 After hearing the motion, McGee J. ordered that the children attend Palgrave Public School. No order was made with respect to a parenting schedule, as McGee J. found it was premature given that pleadings had not yet closed. The Mother claims that to facilitate the children attending school in Palgrave, she lives with her new partner in his home in Alliston for the days that the children are with her.

13 The sale of the matrimonial home closed on October 21, 2020. The funds remained in trust until which time the parties reached a settlement on all property issues, retroactive child support, and s.7 expenses on May 25, 2021. As soon as the Father had access to his equity, he purchased his home in Bolton.

14 The first case conference in this matter was heard before Bloom J. on August 6, 2021. At that time these two motions were scheduled. The Office of the Children's Lawyer ("OCL") was also requested to become involved.

15 The parties agree that in addition to the Father's parenting time, he also attends all of the children's activities, which take place almost every day of the week.

Position of the Parties

16 The Father wants to start a shared parenting schedule, where the children reside with each parent on a week-about basis, with the exchanges to take place at school on Fridays. He states he has been trying to negotiate for this since separation. He agreed to the schedule in August 2018 because that was all the Mother would allow. He brought this motion at the first opportunity following the case conference.

17 The Mother wants to maintain the current schedule, at least until the OCL has provided their recommendations, or until trial. She argues that a *status quo* has been in place since the parties reached an agreement in August 2018. There is no reason to change it now.

Issues

18 The remaining issues must be determined:

- a) Should the parenting schedule change, and if so, how so?
- b) What child support should be paid?
- c) Should power skating and hockey skills development be an approved activity for N. and paid in proportion to the parties' incomes?; and
- d) Should the Father be the custodian of the children's sporting equipment?

Parenting Schedule

19 While the parents are critical of one another and the particular circumstances of the other's living arrangement, I find that both parents can provide a safe and appropriate living environment for the children.

20 At this point, the Father lives about a fifteen-minute drive from the children's school and the Mother, while in Alliston, is about thirty minutes from the school. All of the children's activities are in the Caledon area.

21 While the Father disputes that the Mother does not bring the children to their activities, the only evidence of same is during the pandemic when the Mother was cautious about soccer and the risk of transmission. I have insufficient evidence of whether this is a legitimate fear, but at this stage of the proceeding I am satisfied with the Mother's assurances that she supports the activities and brings the children to them.

22 The *Divorce Act* is clear. When making any parenting order, I am only to consider the children's best interests: s.16(1). This principle applies whether the court is considering a temporary or final order.

23 When considering the best interests of the child, s.16(2) and s.16(3) state that I am to consider the following factors, giving primary consideration to the children's physical, emotional and psychological safety, security and well-being:

- (a) the child's needs, given the child's age and stage of development, such as the child's need for stability;
- (b) the nature and strength of the child's relationship with each spouse, each of the child's siblings and grandparents and any other person who plays an important role in the child's life;
- (c) each spouse's willingness to support the development and maintenance of the child's relationship with the other spouse;

- (d) the history of care of the child;
- (e) the child's views and preferences, giving due weight to the child's age and maturity, unless they cannot be ascertained;
- (f) the child's cultural, linguistic, religious and spiritual upbringing and heritage, including Indigenous upbringing and heritage;
- (g) any plans for the child's care;
- (h) the ability and willingness of each person in respect of whom the order would apply to care for and meet the needs of the child;
- (i) the ability and willingness of each person in respect of whom the order would apply to communicate and cooperate, in particular with one another, on matters affecting the child;
- (j) any family violence and its impact on, among other things,
 - a. the ability and willingness of any person who engaged in the family violence to care for and meet the needs of the child, and
 - b. the appropriateness of making an order that would require persons in respect of whom the order would apply to cooperate on issues affecting the child; and
- (k) any civil or criminal proceeding, order, condition, or measure that is relevant to the safety, security and well-being of the child.

24 In addition, s.16(6) of the *Divorce Act* states that in allocating parenting time, the court shall give effect to the principle that a child should have as much time with each spouse as is consistent with the best interest of the child. "As much time" should not be mistaken for "equal time". The approach should be child focused in order to achieve as much time with each parent as is possible. Sometimes it is equal time, and sometimes it is not. Each family is different: [Knapp v. Knapp, 2021 ONCA 305, 155 O.R. \(3d\) 721, at para. 34.](#)

25 With respect to family violence, neither party strenuously argued that this factor be given any weight. In this case, the one instance of alleged violence was in 2018, around the time of the separation. That was over three years ago, and there have been no further allegations made about family violence, other than a lack of mature communication between the parents. Accordingly, family violence will not be a factor in my decision.

26 Both parents are very involved in their children's lives. While the parties dispute how much the other actually did with the children before their separation, the reality is that they were both in the home, every day, doing their part in raising the children. Neither party can argue with any real success that the other was largely absent as a parent. Both were involved in their own way. When married, that was the arrangement that worked for the parties. It should not be held against either party now that they are separated.

27 I also note that neither party has provided any evidence that giving the children additional time with either parent would be detrimental to the children. It is clear that the parties do not like each other, but neither party has provided any evidence that could possibly show that the other party is a bad parent who would put the child at risk and who does not have their best interests at heart. Their problems are with each other, not with how they parent the children.

28 The main argument of the Mother is that a *status quo* has developed and that it would not be in the children's best interests to disturb the *status quo* prior to trial, especially before the OCL has provided recommendations. She also argues that the Father's motivation for equal time is to avoid paying child support.

29 As stated in *Batsinda v. Batsinda*, 2013 ONSC 7869, at para. 28, the *status quo* that is relevant on a temporary custody and access motion (as it was known then) is that which existed just prior to the parties separation, except in circumstances where there is clear and unequivocal evidence that the parties agreed to a different decision-making and residence arrangement following separation. Further, a *status quo* created by one party unilaterally taking matters into their own hands without any consent from the other party, does not create a new *status quo*. The *status quo* cannot be a situation unreasonably created by one party after separation to create a tactical advantage in the litigation.

30 The question that remains is whether the agreement reached by counsel in August 2018 is clear and unequivocal evidence that they agreed to a different residence arrangement than existed prior to their separation. The two-month period prior to that, when the Father was told to leave the matrimonial home because of the assault charge, does not constitute a change in *status quo*.

31 There is no evidence as to whether the letter confirmation of ongoing parenting time in August 2018 was with or without prejudice. The parenting schedule was agreed during a four-way settlement meeting. The Father admits that he agreed to this schedule because at the time, it allowed the children to remain in the matrimonial home and he did not have the funds to purchase his own suitable accommodation. He argues, and I accept, that it was always his intention to seek more time once he was able to purchase a suitable home, which he did in late May 2021. As soon as the case conference was held, he brought this motion.

32 In the case of *Balke v. O'Connor*, 2017 ONSC 2491, the court did not find that an earlier agreement established a *status quo* as it was the result of a “without prejudice” order. The Father in that case then brought a motion for parenting time at his earliest opportunity, which was approximately 8 months after the “without prejudice” orders were made.

33 In the case of *Sharaf v. Zahab*, 2018 ONSC 4801, the court did not accept that the “without prejudice” order of November 22, 2017 was the *status quo* that must be maintained. The court recognized that after the case conference, the Father took the first opportunity to bring his motion for additional parenting time. The court recognized that the Father consented to the without prejudice order, because it was the only way for him to obtain any access to his child until he brought this motion. The first return date he could obtain was April 5, 2018, although it was adjourned a number of times thereafter.

34 In applying the best interests test, the court must be mindful of the passage of time since a post-separation regime has been in place and its significance given the age of the child. Where only a short amount of time has elapsed between the deliberate creation of a new *status quo* and the hearing of a temporary motion, the court will be more inclined to presume that a restoration of a previous successful *status quo* is appropriate. Conversely, the longer the child has been in the new situation, however it is created, the most closely the court will have to focus on the child’s best interests, as opposed to any violation of parental rights: *McPhail v. McPhail*, 2018 ONSC 735, at para. 18.

35 In *McPhail*, the parties followed a post-separation agreement as to parenting time, with nothing in writing, a few months following their separation in March 2017. This consisted of the child changing residences between Ontario and Ohio every six weeks. The Father brought a motion in January 2018 seeking a temporary order for sole custody and primary residence of the child. At this motion, the court considered, amongst other factors, that the Father did not commence the litigation until six months after the separation and that the post-separation parenting routine has been in place for almost a year. Given the child’s age of five years, the court determined that this was a significant part of the child’s life and that she has adapted. The court declined to change the arrangement pending trial.

36 On the facts before me, I find that the *status quo* was altered by the parties following the separation. While I acknowledge that the Father brought this motion as soon as was possible within the litigation, there is no explanation as to why the Father waited for over two years for the Mother to commence these proceedings, and only then did he raise the issue of more parenting time. Had the Mother not commenced these proceedings, it is not clear if the Father would have done so. Even if the Father had commenced proceedings in September 2020, that would have meant he was seeking to change a parenting arrangement that, at that time, was in place for one-quarter of N.’s life and one-third of A.’s life.

37 Accordingly, I find that it is not in the children’s best interests to make the significant change to a week-about schedule. The children are accustomed to seeing each parent each week, and that should not change pending trial.

38 That being said, I also find that it is in the best interests of the children to have more time with their Father. Given the involvement of the Father in the extracurricular activities of the children, one additional overnight visit with the Father will not have a significant impact in the children's lives nor alter the *status quo* in any meaningful manner.

39 I acknowledge the Father's argument that a reduction in the exchanges may be more stable for the children and reduce conflict between the parties. I suspect in time the children will get there. For now, however, I find one week is too long a time between seeing either parent. The parents have to work towards more cooperative parenting. The appropriateness of a week about schedule can be addressed at trial when the trial judge has the benefit of a full evidentiary record and the recommendations of the OCL or another assessor can be considered.

40 Accordingly, commencing immediately, the parenting schedule will be varied such that the children will reside with the Mother, except for the following when they reside with the Father:

- a) Week one: from Thursday after school until Monday morning at the return of school;
- b) Week two: from Wednesday after school until Friday morning at the return to school; and
- c) In the event that school is not in session, the exchange will be at an agreeable Tim Horton's location at 3:30 p.m. on the exchange day.

Child Support

41 Given my decision on the parenting schedule, [s.9 of the Guidelines](#) will govern the payment of child support.

42 The parties agree on each parent's income. The Father earned \$144,949 in 2020 and accordingly, his obligation is \$2,018 per month. The Mother earned \$125,963 in 2020, and accordingly, her obligation is \$1,789 per month. If the parties elect to opt out of the Family Responsibility Office, the set off payable by the Father is \$229 per month.

Section 7 Expense

43 The sole s.7 expenses at issue are N.'s power skating and his hockey skills development.

44 The Mother objected as she believed that this would result in N. being on the ice almost every night during the hockey season. In the course of this motion, it came to light that power skating and skills development occur during the off season. So, when A. participates in gymnastics after her hockey season, N. could participate in power skating and skills training.

45 N. has taken advantage of this extra training before. In the next year, pending trial, I see no reason why that should not continue. Stability is what is required for these children.

Custodian of Sports Equipment

46 It is a true sign of a high conflict matter where the parties cannot even agree on who should dress a young child to go on the ice, or field, as the season may dictate.

47 If these parties hope to ever co-parent these children effectively, (and they must co-parent no matter what the schedule), they should be able to sort these simple matters out. Hopefully with the benefit of an OCL report, or mediation, or a parenting coordinator, they can work towards a better coparenting arrangement. Until then, my focus will be on reducing the conflict between the parties.

48 Accordingly, each party will have their own set of sports equipment and each is responsible for dressing the child when they are with them.

Bringing the Children to their Activities

49 At this time, I do not think it would be appropriate to order that either party be required to make sure the children attend all activities during their time.

50 Both parties have indicated in their materials and in their submissions, that they support the children's involvement in these activities and that they will make sure they attend. The Mother stays in Alliston when she has the children. Given the degree of animosity between the parents, I fear that such an order would only be fuel for more conflict in the event that a child does not appear for a sporting event when there is a perfectly reasonable explanation.

51 That being said, a word of caution is appropriate. Since the separation, these activities, their school, and their friends are the one constant in these children's lives. To disrupt that would show that a parent is not acting in the children's best interests. This lack of focus could have dire consequences at trial. I urge the parties to be reasonable, put their children first, and consider the use of a parenting coordinator or mediator in order to finalize these issues.

Conclusion

52 Accordingly, for the foregoing reason, I made the following orders:

a) On consent, and without prejudice,

- 1) Order to go in accordance with the draft parenting plan attached as Schedule "A";
- 2) Christina Crow shall be the counsellor for both N. and A.;
- 3) The frequency and length of counselling shall be in accordance with Ms. Crow's recommendations;
- 4) Either parent may request that counselling take place;
- 5) Both parents are entitled to any and all information related to the counselling and may speak to Ms. Crow regarding same;
- 6) N. shall participate in the following activities: rep hockey and soccer,
- 7) A. shall participate in the following activities: rep hockey, spring gymnastics in Bolton, and soccer
- 8) N. and A. shall participate in tutoring in Kumon, in Bolton, Ontario;
- 9) Counselling, the approved activities, and tutoring will be paid for by the parties proportionate to their income, namely, 46.5% to be paid by the Mother and 53.5% to be paid by the Father;

b) Commencing the first week of November 2021, the parenting schedule will be varied such that the children will reside with the Mother, except for the following when they reside with the Father:

- 1) Week one: from Thursday after school until Monday morning at the return of school;
- 2) Week two: from Wednesday after school until Friday morning at the return to school; and
- 3) In the event that school is not in session, the exchange will be at an agreeable Tim Horton's location at 3:30 p.m. on the exchange day.

c) Commencing November 1, 2021, the Father shall pay child support to the Mother for N. and A. in the amount of \$2,018 per month, in accordance with the Tables under the *Guidelines* based on the Father's 2020 annual income of \$144,949, commencing on November 1, 2021, and continuing on the 1st day of each month that follows;

d) Commencing November 1, 2021, the Mother shall pay child support to the Father for N. and A. in the amount of

\$1,789 per month, in accordance with the Tables under the *Guidelines* based on the Mother's 2020 annual income of \$125,963, commencing on November 1, 2021, and continuing on the 1st day of each month that follows;

e) Power skating and hockey skills training is an approved activity for N., which shall be considered a section s.7 expense, to be paid in proportion with the parties' income, as already indicated in subparagraph 52(a)(9) herein;

f) Each parent shall keep their own sports equipment for the children and the child shall use the equipment of the parent with whom they are residing;

g) The parties shall each subscribe to *www.ourfamilywizard.ca* and shall communicate through this service; all of the children's games and appointments will be posted through this service;

h) Each party is responsible for their own yearly fee for *www.ourfamilywizard.ca*;

i) The parties are encouraged to sort out the costs of these two motions themselves. If they are not able to, the parties shall by November 19, 2021, serve and file written costs submissions, limited to two pages, single sided and double spaced, plus a Costs Outline; any responding submissions must be served and filed by December 3, 2021, with the same size restrictions.

j) The remainder of the relief sought by either party is dismissed.

Motion granted; cross-motion granted.

Schedule "A" — Temporary Parenting Plan J.C. and C.M.

October 22, 2021

INTRODUCTION

1. The following Parenting Plan applies to the children of J.M.C. (Parent 1) and C.P.M. (Parent 2). The children are:

(i) N.P.M. born [date omitted] and

(ii) A.M.M. born [date omitted];

(collectively, "the Children").

2. This Parenting Plan is intended to be a domestic contract under the *Family Law Act (Ontario)* and is also intended to have effect in proceedings under the *Divorce Act*. The parties agree that it may be incorporated into a court order.

3. The parents are committed to this Parenting Plan, and will share in the parenting of their children, This Plan does not address the children's residence schedule, child support obligations or other legal issues, which will be resolved separately.

4. This Plan sets out how we will share our parenting rights and responsibilities, starting with the principles that will guide our co-parenting of our children. The Plan also addresses how major child-related decisions are to be made.

5. Our Parenting Plan also deals with a number of other issues related to our co-parenting arrangement, including parental communication, what to do if changes are required, (e.g. telephone contact with the Children, extra-curricular activities, residential moves, etc.).

6. We are committed to the spirit of the Parenting Plan, which recognizes the Children's need for positive and ongoing relationships with both parents. Our primary goal is to ensure smooth implementation of a Parenting Plan, and to maximize healthy development of our children.

7. We recognize all possible changes in the circumstances of our children and ourselves cannot be foreseen when this Plan is being made. Our Children will mature and change, as will their needs. The parents may change residence (as per the terms in this Plan) or employment, or repartner, possibly precipitating new living arrangements and new family dynamics. The Parenting Plan, including the parenting time schedule may require revision over time, always considering the Children's developmental and emotional needs as the primary objective.

8. In the event there is a disagreement between the parents with respect to parenting arrangements or the Parenting Plan, or a future change in the Parenting Plan, the parents will follow the procedures for resolving disputes set out below regarding Future Dispute Resolution, with an emphasis on resolving disputes in a child-focused way and without resort to the courts.

9. For clarity, in this Parenting Plan, when the Children are in the care of J. she will be referred to as the "resident parent," and when the Children are in the care of C. he will be referred to as the "resident parent." The term "non-resident" may refer to either parent, as the context requires.

PARENTING PRINCIPLES

10. The parents will use their best efforts to parent cooperatively, keeping the Children's best interests at the forefront. Their needs will be paramount when addressing child-related issues and concerns.
11. The parents will support the Parenting Plan in all ways. The parents will recognize the Children's needs for positive and ongoing relationships with the other parent and make every effort to facilitate the relationships of the Children with the other parent and each parent's extended family.
12. Neither parent will denigrate or disparage the other parent or members of their extended family, either overtly or covertly, in any communication with the Children or in their presence. Each parent will advise others, including their extended families and friends, to maintain the same standards, refraining from criticizing the other parent to or in front of the Children.
13. The parents will not speak with the Children directly or indirectly about any issues related to child or spousal support, property and financial issues between them.
14. The parents will not ask the Children to relay information between them and they will not be "letter carriers," but rather the parents will communicate directly with one another about issues related to this Plan or other contentious issues. The parents will not communicate with each other about parenting or other issues about their relationship at transition times, joint activities or special events, except to address immediate childcare issues.
15. The parents will be polite and respectful to each other at all times, especially when the Children are present or nearby. In the presence of the Children or in public places, the parents will greet each other cordially. The parents will not discuss contentious issues in front of the Children. If one party considers that a discussion is not courteous, they will discontinue the conversation and will take the issue up at a different time.
16. The parents will respect each other's privacy and towards that end will refrain from initiating discussion or questioning the Children about the other parent's personal lives and activities.
17. The parents will not interfere directly or indirectly into the lives, activities, or routines of the Children when they are with the other party. Unless required otherwise in the Parenting Plan or in any court order or arbitration award or in the absence of these, without the consent of the other party, neither parent will schedule activities during the Children's time with the other parent.
18. The parents will make every reasonable effort to ensure that the Children attend special occasions involving their extended family (e.g., special birthdays and anniversaries). While it is understood that this may not always be feasible, where possible the parents will schedule these occasions when the parents know the Children will be resident with them.
19. Where possible, access exchanges will take place at the Children's school. When the school is not open, the Children will normally be picked up and dropped off at Tim Horton's on Highway #9, Palgrave, Ontario.
20. The parents will advise each other about any significant changes in their intimate adult relationship before telling the Children (including but not limited to: travel with children and a new partner, cohabitation, re-marriage, new baby).

PARENTAL COMMUNICATION

21. The Children have one life and two homes. They will reap benefits from knowing that both of the parents know about and are involved in their significant life events, whether those are positive or negative. In an effort to foster consistency, predictability, stability and continuity of care for the Children, the parents will communicate regularly regarding their routines, activities and experiences. For now, and until the parents agree otherwise, the parents may communicate by email, text, telephone or in-person. For time sensitive matters, when N. or A. is ill or during emergencies, the parents will communicate by text or telephone.
22. Under regular circumstances, each parent will respond to communication within 24 hours. If the parents become aware or anticipate that the parents will not be able to do so, the parents will let the other party know. If a reply to a question and/or a request for a change requires more time than the agreed to response time of every 24 hours, the parents will advise that the requested information cannot reasonably be ascertained by then and advise when a response can be expected.
23. When *the Child(ren)* are ill or is residing with either parent for uninterrupted vacation time, the resident parent will provide text or telephone updates and, if requested to do so, will facilitate a skype or facetime call.
24. All communications, written or otherwise, will be child-focused, cordial, and to the point about the Children. The parents will remain courteous and polite in communications with each other at all times. In addition, the parents will refrain from including information that reflects the personal opinions and feelings about the other party and concentrate on deciding what is in the Children's best interests. Any concerns or questions are permitted and will be presented neutrally without blame or criticism. There will be mutual respect for differences in parenting style/ approach between the homes.

REGULAR SCHEDULE

25. The resident parent will be responsible for taking the children to school and bringing them home, arranging for after school transport and activities as he/she thinks appropriate.
26. If N. or A. is ill in the morning and cannot attend school, the resident parent will contact the other party as soon as

possible. Unless mutually agreed to otherwise, the ill child will remain in the care of the parent who had care of the child in the morning. If it is a transition day, the ill child will be taken to the home of the other parent by the resident parent at the time that school normally ends.

27. If the school calls and asks that N. or A. be picked up early, the party reached by the day school will contact the other party to advise. Unless mutually agreed to otherwise, the party who is scheduled to get the Children from school that day will pick up the Children from school and assume care as per the regular or holiday schedule.

RIGHT OF FIRST REFUSAL

28. When the parents cannot be available to care for the Children during the regular or holiday scheduled time for one overnight or longer, the other party will be given the “right of first refusal” to care for the Children prior to any other person providing childcare. If the other party cannot accommodate the request, the resident parent is responsible for arranging and paying for alternate childcare and will inform the other party of who will be caring for the Children.

CHANGES TO SCHEDULE

29. This applies when either parent would like to have the Children for a special occasion when the scheduling of this occasion is out of their control. The parents recognize the importance of the Children being able to celebrate special occasions with family and good friends (e.g. family weddings, birthdays, special anniversaries, etc.) and every effort will be made for them to attend.

30. The parents will communicate by email about a request for a change or modification to the regular or holiday schedule when the need for a change arises and with as much notice as possible. A response will be provided as soon as possible and in any event within 24 hours of receiving the notice. If a definite answer cannot be given within that time, the parent will advise when they expect to be able to respond about whether or not the change is agreeable. Important requests will not be denied (e.g. a wedding or funeral for a close friend or relative).

31. Neither parent will make plans for the Children when they are scheduled to be with the other parent, without first having the consent of the other parent. In addition, the parents will canvas proposed changes to the schedule first with the other parent, and prior to mentioning anything to the Children about a change or a special activity.

32. Either parent may make an urgent request for assistance from the other if he/she or the Children are ill, or if an urgent situation arises. Each parent will use his/her best efforts to accommodate such a request.

33. In emergencies or for unforeseen circumstances (e.g., illness, inclement weather), significant changes in the drop-off and return times will be communicated to the other party by text, email and telephone as soon as these changes become known to the parent having to make them.

EXTRA-CURRICULAR ACTIVITIES & LESSONS

34. The Children’s preferences regarding activities and lessons will be considered and given age-appropriate weight. Either parent may enroll the Children on his/her time with the children. The parent enrolling a child in an activity will be responsible for any expenses associated with the activity, unless the parents agree otherwise. Neither parent will enroll the Children in any activities that extend to the other parent’s time with the children, absent the written consent of the other parent, consent not to be unreasonably withheld.

35. The parents will provide full information about any and all activities to the other parent, within a reasonable time of the Children being enrolled in same.

36. The parents will encourage the Children to fully participate in their activities and lessons. It is understood that they will attend these activities reasonably consistently and the resident parent is responsible for transportation to and from the activities. The resident parent will decide when from time to time the Children will not attend because of illness or other special circumstances.

37. Both parents and any guests may attend “public events” related to extracurricular activities (e.g., games, recitals, performances, etc.). The parents will remain cordial and not discuss child-related arrangements or any contentious issues at that time and will require any of their guests to also remain cordial to the other parent.

THE CHILDREN’S CLOTHING AND BELONGINGS

38. The parents will each have toiletries, pajamas and as many belongings as possible for the Children in their homes. These items will not travel back and forth.

SOCIAL MEDIA

39. The parents will protect the privacy and safety of the Children and each other by limiting their exposure on social media as follows:

(i) If pictures are posted on Facebook, the posting parent will not identify the other parent;

(ii) The privacy settings will be adjusted so that only family / close friends can view the photographs of the Children or other parent;

(iii) Family members and friends will be asked to comply with the above terms; and

(iv) Neither parent will post on any social media any comments about the other parent or any disputes between the parents.

SKYPE, TELEPHONE AND TEXT/EMAIL ACCESS

40. The parents acknowledge that Skype/facetime and telephone communication are alternate forms of access that can be beneficial for the children. The parents also recognize that the children may be unwilling to spend more than 5 or 10 minutes on any call.

DECISION-MAKING

41. The parents will jointly make decisions regarding the Children, in accordance with the provisions of this Parenting Plan. However, if they cannot agree, after consulting they will use the dispute resolution clause of this Agreement.

General Medical and Health Care

42. The children's healthcare professionals will be: Dr. El Khouly (family doctor) and Humbervalley Dental. These professionals may be changed with agreement of the parties.

43. The parties will provide each other with the names, addresses, and phone numbers of any additional professionals recommended to provide health care to the children (e.g., psychologists, social workers, counselors, dentists, physicians, occupational therapists, orthodontists, osteopath etc.). They will come to an agreement together on whether the children will receive the additional care and who the care provider will be. If they cannot agree, they will use the dispute resolution clause in this Agreement.

44. The parents will both sign any consent forms required for the children to receive health care treatment.

45. The parents will each provide the other parent with copies of any medical or professional reports and records the parents have pertaining to the children. Either parent may obtain reports directly from any professionals associated with the child. If required by that professional, the parents will sign all necessary consents for the other parent to receive such information.

46. A party who attends a medical appointment without the other party will advise of the appointment date and time within 24 hours of booking the appointment and will promptly (within 24 hours) provide the other with a detailed update of the appointment.

Daily Health Decisions

47. The resident parent will make day-to-day decisions. The resident parent will advise the other of the diagnosis and treatment plan when a child is ill.

48. The original health card will accompany the Children when they travel outside the City of Toronto/Province of Ontario.

Major Medical and Health

49. Every effort will be made to notify the other parent by email and telephone at the time of an emergency visit by a child to a physician, specialist or hospital, as soon as it is feasible to do so. Both parents will make emergency decisions together, unless, after a concerted effort, one parent cannot be reached, in which case the present parent may make emergency decisions in consultation with the medical professionals.

50. Each parent will notify the other of any potential major medical decisions, as well as provide the other parent with the name and number of the attending health care professionals.

51. Together or separately, the parents may consult with the health care professionals. The parents will use their best efforts to make mutually agreeable decisions in consultation with the treating health care professionals. In the event the parents cannot agree, they will use the Dispute Resolution clause in this Agreement.

Religion

52. The children will be raised as Catholic.

Education

53. The children will continue to attend Palgrave Public School.

54. The parents will each contact the school and provide their name and contact information. The school will have the names and contact information for both parents to call in case of an emergency. The parents will notify one another of any changes to the contact information.

55. The parents may attend parent-teacher meetings together or separately.

56. School calendars are available from the school. Both parents have the right to make inquiries and to be given information from the school about any issues arising with respect to the children's education. Both parents will be entitled to receive directly from the school, copies of report cards and any other documents. It is each parent's responsibility to stay up to date on any relevant educational matters (e.g., professional activity days, special events, field trips, concerts, parent-teacher meetings, etc.). Each parent will make their own arrangements with the school directly to receive all the notices, newsletters, report cards, etc.

57. Each parent will notify the other of any potential major educational decisions (e.g., program, school class placement, psycho-educational testing, remedial assistance, enrichment, speech therapy, tutoring, etc.), and provide the other parent with the names and numbers of the involved professionals. Together or separately, the parents will consult with the educational professionals. The parents use their best efforts to make mutually agreeable decisions in consultation with the professionals. In the event the parents cannot agree, they will use the Dispute Resolution clause in this agreement.

TRAVEL

58. When a parent travels without the children, that parent will provide a reliable telephone number to the resident parent in case of a child-related emergency or if the children want to contact the traveling parent.

59. With notice in writing, the parents may travel with the children during their regular or holiday scheduled time with them. Proposed travel that would involve changes to the regular or holiday schedule requires the consent of the other parent.

60. The parents agree to sign a travel consent letter for the authorities and the parents will each have a notarized copy of this letter. In addition, the parents will provide full itinerary information (i.e., dates of departure and return, location, accommodation name and address, flight or train number) to the other parent at least 30 days before the departure.

61. The travelling parent will arrange for travel health insurance for the Children when travelling outside of the Province of Ontario.

NO CHANGE OF NAME

62. Neither parent will take any action to change the name of either child without the written consent of the other parent.

FUTURE DISPUTE RESOLUTION

63. In the event of a dispute about our parenting plan that we are unable to resolve on our own or with the assistance of lawyers, we agree to participate in mediation before resorting to the court.

64. The parties will exchange the names of their preferred mediator in Peel Region. If they cannot come to an agreement, they will draw randomly from hat.

65. The fees for the mediator will be shared equally.

66. This entire Agreement and all terms are temporary and without prejudice to either party.

EVIDENCE OF THE AGREEMENT OF THE PARENTS

67. The parents have each signed this Agreement at Brampton, Ontario on the 21st day of October, 2021 in the presence of a witness.

.....
Name:	(witness)	print name:
.....
Name:	(witness)	print name: