

**SUPREME COURT OF NOVA SCOTIA**  
**FAMILY DIVISION**

**Citation:** *AL v. MW*, 2026 NSSC 123

**Date:** 20260429

**Docket:** Syd No. 126218

**Registry:** Sydney

**Between:**

AL

Applicant

v.

MW

Respondent

**Judge:**

The Honourable Justice Pamela Marche

**Heard:**

February 9, 10 and 11, 2026, in Sydney, Nova Scotia

**Written Release:**

April 29, 2026

**Counsel:**

Jessie Chisholm and Katrina Karasek for the Applicant

Karla Bray for the Respondent

## **By the Court:**

### **Overview**

[1] AL and MW have one daughter, E, who will soon turn five. Parenting arrangements must be determined within the context of allegations of violence, abuse and intimidation, including sexual abuse and coercive control. E's mixed racial and cultural background, along with all other best interest factors, must also be taken into consideration. Prospective and retroactive child support, including costs associated with exercising parenting time, must be decided.

### **Background and Procedural History**

[2] What follows is a timeline overview of this matter:

- August 2018 - The parties begin a relationship. AL is residing in Yarmouth and MW is living in Albert Bridge. The parties spend extended periods of time together but never cohabitate.
- May 2021 - E is born.
- August 2021- The parties end their relationship.
- September 2021- AL is in a car accident. He suffers a concussion and is prohibited from driving to Cape Breton.
- November 2021 - AL is medically cleared to return to work.
- April 2022 - AL buys a house in Cape Breton to facilitate his parenting time with E.
- June 2022 – MW returns to work from maternity leave.
- June 2022 - AL files a Notice of Application under the *Parenting and Support Act*, 2015, c. 44 (the *Act*) along with an Interim Motion for shared parenting.
- August 4, 2022 – MW files a Response to Application.

- August 17, 2022 - MW files a Statement of Special or Extraordinary Expenses related to childcare costs.
- October 14, 2022 – AL files a Statement of Undue Hardship.
- October 14, 2022 – The parties participate in a judicial settlement conference. An Interim Order is issued that sets out the following parenting arrangement:
  - The parties have joint decision-making authority and will meaningfully consult with each on all major developmental decisions related to E’s health, education, religion, extracurricular activities and general well-being.
  - Each party will have exclusive authority to make day to day decisions while E is in their care.
  - Each party has the authority to make emergency decisions but must notify the other party immediately of any such emergency.
  - Both parties are entitled to attend functions and meetings related to the child.
  - The contact information of both parties will be provided to all third parties involved with E’s care.
  - Each party will provide the other with all information related to E (school reports, medical reports, information related to her health, recreational activities, etc.) and each party is entitled to independent access to this information.
  - Each party is entitled to make inquiries and receive information from third parties involved in E’s care.
  - E is in the primary care of MW.
  - Following a short transition schedule, AL has parenting time the first three of every eight days on a rotational basis, beginning at 8 am on the first day and ending at 7 pm on the last day.

- The 2022 Christmas parenting schedule is set out.
- November 2022 – AL secures an accommodation from his employer to support his parenting schedule.
- January 17, 2023 – The parties participate in another judicial settlement conference. A further Interim Order is issued that includes the following:
  - Confirms the previous provisions for decision-making responsibility and access to information.
  - Confirms the previously set out parenting arrangements.
  - Sets out a detailed schedule for 2023 holiday access and block vacation time.
  - Directs that E's last name will be changed from L to W-L, a hyphenation of the last names of both parents.
- May 2023 – MW reports she was sexually assaulted and sexually harassed by AL in 2021. A Serious Incident Response Team (SIRT) investigation and a RCMP Code of Conduct investigation are conducted in response to MW's allegations.
- 2024 – The SIRT and RCMP investigations are concluded. No criminal charges are laid against AL. No disciplinary action is taken against AL by his employer.
- August 2025 - AL secures a job transfer and relocates to Cape Breton.
- August 25, 2025 – Citing safety concerns about E being in AL's care, MW contacts child protection and requests a police-conducted wellness check.
- September 16, 2025 – the parties return to court to continue Settlement Conferencing. A further Interim Consent Order is issued that includes the following:

- o The parties resolve by consent the issue of where E will be enrolled in school.
- o AL agrees to interim child support of \$1,171 per month based on an annual income of \$140,521.
- o The parenting arrangements outlined in the two previous Interim Orders are continued with slight modifications to clarify exchange times and locations given E's enrolment in school. On day one, AL will pick E up from school or, if there is no school, at 8 am. On day three, regardless of whether there is school, AL will drop E off at 7 pm.
- o The parties ask me to determine holiday parenting time for 2025 based on their written submissions.
- November 25, 2025 - An unpublished written endorsement setting out holiday parenting time for 2025 is released.
- December 1, 2025 – MW makes a referral to Child Protection on the basis that (1) E disclosed to her she does not feel safe with AL because AL hits her all the time and yells at her, and (2) MW has a video of E purporting to ask for help.
- December 19, 2025 – the Interim Order on holiday parenting time for 2025 is issued.

[3] The matter was heard February 9, 10, and 11, 2026. Both parties filed Interim Motions to strike affidavit evidence in advance of the hearing. An unpublished written endorsement addressing this issue was released January 30, 2026.

[4] AL was cross examined on his affidavit evidence as was friend, STF, his sister, PW, and his sister-in-law, TW. MW was cross examined on her affidavit evidence as was her father, JW, and her friend, HT. Correspondence from Clinical Social Worker Miranda Hall was entered by consent as a “joint statement of fact.” Neither party required Ms. Hall to be present at the hearing “for cross examination or qualification.”

## Issues

## 1 What parenting arrangement is in the best interests of the child?

## 2 What child support is payable?

### Issue One: What parenting arrangement is in the best interests of the child?

#### *Legislation and Case Law*

[5] The best interest analysis is paramount in any parenting decision, (s. 18(5) of the *Act*). Section 18(6) of the *Act* outlines factors to be considered when assessing what is in a child’s best interest. The list of best interest factors is non-exhaustive. The weight to be attached to any factor varies from case to case, depending on the circumstances. *D.A.M. v. C.J.B.*, 2017 NSCA 91; *Titus v. Kynock*, 2022 NSCA 35. What parenting arrangement is best for a child is highly contextual because of the multitude of factors that may affect a child’s best interest: *Barendregt v. Grebliunas*, 2022 SCC 22.

[6] There is no presumption of shared parenting. Courts have identified effective communication and cooperation between parents as essential components of shared parenting. Shared parenting is usually not appropriate when parenting relationships are rife with mistrust, disrespect, poor communication, and there is little hope that the situation will change: *PM v. MW*, 2021 NSSC 72.

[7] While the ability to effectively communicate is an important aspect of shared parenting, conflict between the parties does not automatically preclude shared parenting, if parents are able to demonstrate a capacity to put the needs of their children first when discussing issues and making decisions: *Tattrie v. Borden*, 2025 NSSC 118 and *AN v. JZ*, 2018 NSSC 146. The absence of effective communication is not necessarily a bar to a shared parenting arrangement; it is a factor to be considered within the best interest analysis: *Einsfeld v. Anthony*, 2019 NSSC 227.

[8] My obligation to consider violence in the best interest analysis, as mandated in *Barendregt*, *supra*, aligns with requirements set out in the *Act*. “Family violence, abuse or intimidation” is defined in s. 2(da) of the *Act* as “deliberate and purposeful” and perpetrated by a person against another member of that person’s family. It may involve a single act or a series of acts forming a pattern of abuse.

[9] Family violence, abuse or intimidation includes “causing or attempting to cause sexual abuse” (s. 2(da)(i) of the *Act*). Section s. 2 (da)(ii)(A) and (B) of the *Act* says family violence, abuse or intimidation also includes causing or attempting

to cause psychological or emotional abuse that constitutes a pattern of coercive or controlling behaviour including, but not limited to:

- engaging in intimidation, harassment or threats, including threats to harm a family member, other persons, pets or property.
- placing unreasonable restrictions on, or preventing the exercise of, a family member's financial or personal autonomy.

[10] Justice Barrington adopted the following definition of coercive control in *Mohammed v. Salam*, 2025 NSSC 228:

A pattern of behaviours to assert control over a person through repeated acts that disempower the other partner in a number of possible ways including through fear for the safety of self or others, removal of rights and liberties or fear of this removal, by isolating them from sources of support, exploiting their resources and capacities for personal gain, removing the victim's rights and liberties, depriving them of the means needed for independence, resistance, and escape, and regulating their everyday behaviour.

[11] Section 18(6)(j) of the *Act* directs me to consider the impact of family violence upon a child's best interest, including (1) the ability of the person causing the violence to care for and meet their child's needs and (2) the ability of parents to cooperate. Section 18(7) of the *Act* requires me to also consider (1) the nature, recency, and frequency of the violence, (2) the harm caused to the child, (3) the steps undertaken to prevent future violence, and (4) any other relevant consideration.

[12] Substantiated claims of violence, alone, are not prohibitive of a shared parenting arrangement where there is no ongoing risk to the child: *Kehoe v. Patrick*, 2024 NSSC 171, *Norton v. David*, 2017 NSSC 192, *DP v. FM*, 2025 NSSC 164, *Pennell v. Larkin*, 2022 NSSC 233 and *CDB v. RSFG*, 2024 NSSC 228.

## **Position of the Parties**

### *Parenting Plan of AL*

[13] AL's proposed parenting plan is outlined in Appendix A. A basic summary of his plan is:

- The parties will share parenting time on an eight-day rotational basis. E will spend the first four days and nights in the care of MW and the next four days and nights in the care of AL.
- The parties will meaningfully consult with each other on all major decisions respecting E's wellbeing. In the event of a disagreement, they will follow the advice of a third-party professional who provides care for E.
- Communication will be through Our Family Wizard ("OFW"), subject to several conditions.

*Parenting Plan of MW*

[14] MW's proposed parenting plan is outlined in Appendix B. A basic summary of her plan is:

- MW will have primary care of E.
- AL will have parenting time with E every second weekend from Friday afternoon at school pick up until Monday morning at school drop off. If there is no school on Friday or Monday, AL's parenting time will extend the extra day.
- Both parties will ensure E attends any scheduled extracurricular events and activities. MW will schedule all events and activities.
- Both parties will ensure E attends school.
- Each parent will have virtual access with E on non-parenting days via an iPad.
- AL will enroll in the "Strongest Families" program. Both parties will complete a co-parenting course.
- MW will have final decision-making authority after consulting AL.

- Communication will be through OFW, subject to several conditions. Both parties will complete journal entries at the end of their parenting time to provide the other party with a summary of their time with E.
- MW will be responsible for arranging and attending all health-related appointments for E. If AL wishes to take E any such appointment, he will be responsible for rescheduling the appointment to his parenting time.

[15] In the alternate, MW proposes AL's parenting time be scheduled for certain days of the week, as opposed to alternating days as suggested by AL. She argues the rotating schedule is confusing to E. She is adamant that a week about parenting schedule is not in E's best interests.

## **Findings and Decision**

### *Credibility*

[16] Because the parties gave differing versions of certain events, I must make findings of credibility. When assessing credibility, I have considered the factors set out in *Baker-Warren v. Denault*, 2009 NSSC 59, and confirmed in *Hurst v. Gill*, 2011 NSCA 100. I may accept all, some or none of a witness' testimony.

[17] MW argues AL is not credible. She says AL's testimony was internally inconsistent and frequently contradicted by documentary evidence. She says he refused to admit when he was wrong and his testimony was marked by poor recall of critical events. MW argues AL's denial of sexual abuse, after admitting during cross examination to engaging in sexual intercourse with MW without her explicit consent, proves that AL is not credible.

[18] I do not agree. I find AL was credible. I have considered the following:

- On several occasions, AL was asked to support his affidavit evidence by identifying a text that corroborated his assertion. For example, if he testified to an incident that occurred during a certain month, he would be presented with a stack of OFW messages from that month and asked to find a note to verify his evidence. I draw no negative inference from the absence of such messages. I draw no negative inference in the delay

and confusion of AL in attempting to respond to a stack of messages in this context.

- I do not agree with MW's argument that AL's cross examination amounted to an admission of sexual abuse.
- I reject the circular argument that AL is not credible because he did not admit to the allegations of sexual abuse made by MW.
- I draw no negative inference from AL's perceived lack of "sympathy or empathy for what MW has claimed to be her experience" given AL adamantly denies any sexual abuse occurred.
- I agree AL was sometimes slow to answer, frequently got lost in exhibit books and often asked to have questions repeated. I draw no negative inference from AL's demeanor in this regard. To the contrary, I find AL was careful and deliberate in his approach to answering questions put before him.

[19] The difficulty with MW's credibility lies in her characterization of issues and situations in a manner that is not reasonably supported by the facts. I will address specific examples through out this decision. Generally, MW's credibility was damaged because:

- MW was overly critical of AL and his parenting skills. I found her to be hyperbolic on issues related to E.
- MW's claims of AL not being a present parent are unwarranted.
- MW's concerns about E's struggles with transitions are exaggerated and not supported by the evidence, including the evidence of E's play therapist.
- MW's concerns about E's safety while in AL's care are inflated and have been unsubstantiated by neutral third parties.

### *Best Interest Analysis*

[20] I move now to weighing the proposed parenting plans taking into consideration relevant best interest factors.

*Child's Physical, Emotional, Social and Educational Needs, including the child's need for Stability and Safety, and considering the Child's Age and Stage of Development*

[21] E is an intelligent and loving little girl who will soon turn five years old. She is healthy and has no known developmental challenges. Both parties agree transitions can sometimes be challenging for E.

*Physical Needs - Personal Care*

[22] MW has raised a myriad of concerns about AL's ability to properly attend to E's personal care citing numerous and persistent issues around diet, bathing, hair care, dental hygiene, and vaginal inflammation and discomfort.

[23] I find the issues raised by MW in this regard are inflated. I find AL has appropriately attended to E's personal care needs for quite some time. No evidence in relation to this issue suggests a reduction in AL's parenting time would be necessary to ensure E's best interest in relation to this issue.

*Physical Needs - Health Care*

[24] MW has raised concerns about AL's ability to properly attend to E's physical health. She is critical of his attention to minor illnesses (coughs and colds). She says he failed to take E to a pediatrician appointment. MW argues AL's failure to communicate with her in a timely manner on these issues has negatively affected E's health.

[25] I am satisfied AL has appropriately attended to all of E's health care needs for quite some time now. There is no evidence of E's health suffering due to lack of attention from AL. I find AL's communication with MW about E's health to be suitably proportionate to the importance of the issues being discussed. Nothing in the evidence suggests it is necessary for MW to have autonomy over arranging health appointments to ensure E's best interest. No evidence in relation to this issue suggests a reduction in AL's parenting time is necessary to ensure E's best interest.

*Social Needs*

[26] MW has raised several concerns about AL's ability to appropriately attend to E's social needs. For example, she argues AL restricted E's opportunity to spend time with peers when he took E out of school for lunch and when he limited E's play

time with friends at a local farm. MW says AL inappropriately prioritizes his parenting time over E's social needs by not ensuring E attends all scheduled social and extracurricular activities.

[27] There will be occasions when parenting time should be given priority over social activities. This is a compromise that comes with parenting from two separate homes. There must always be a balancing between the importance of a child spending quality time with each parent and the need to foster that child's social development with others. Nothing in the evidence causes me to be concerned about AL's ability to make appropriate decisions in this regard.

[28] I am satisfied AL has appropriately attended to all of E's social needs for quite some time. The evidence does not support a finding that AL prioritizes his parenting time over E's socialization. No evidence in relation to this issue suggests it is necessary to give MW complete autonomy over arranging social and extracurricular activities to ensure E's best interest. No evidence in relation to this issue suggests a reduction in AL's parenting time is necessary to ensure E's best interest.

#### *Emotional Needs*

[29] MW says E struggles with transitions. She argues parenting exchanges are upsetting and confusing for E. MW argues it is difficult for her to prepare E for parenting time with AL because of AL's refusal to share his plans in a detailed and timely manner. MW argues her position on this issue is supported by the recommendations of play therapist Miranda Hall.

[30] E has been attending play therapy since April 2025. MW initiated the therapy citing concerns about the impact of the ongoing high conflict parenting dispute on E's emotional wellbeing. MW argues AL was not supportive of E receiving therapy which was unduly delayed by his unreasonable insistence upon consulting with E's doctor before engaging in the therapeutic process.

[31] MW's father, JW, shares MW's concerns about parenting transitions. He says E is normally outgoing and engaging but, after visiting with AL, she is quiet, withdrawn and needs time with her mother to adjust before returning to her normal self.

[32] AL says transitions can sometimes be challenging for E but are easily manageable with proper parental support. He says he wanted to be sure therapy was

supported by E's doctor before engaging in that process. AL says he is an active participant in E's play therapy.

[33] Correspondence from play therapist Miranda Hall was tendered as a joint statement of fact. Ms. Hall reported:

E appears to have a strong, healthy connection with both parties. Each parent has been engaged, appropriate and open to collaborating in the therapeutic process. They have demonstrated a willingness to receive guidance and have both expressed care and concern for E's wellbeing. In my observations, E presents as happy, regulated and comfortable in the presence of the other parent, showing no observable signs of distress or relational disruption when transitioning between them during therapy.

...

To date, I have not observed any clinical challenges in E's functioning. ... Throughout the sessions, E demonstrates a healthy emotional regulation, flexible play patterns, and developmentally appropriate responses. She appears to be a well-developed child with a healthy and secure internal response system.

...

E presents as a happy, well-regulated child who appears connected to both of her parents. She has demonstrated healthy development, resilience, and strong relationship capacity. ...

[34] Some of the content of Ms. Hall's correspondence amounts to opinion. In tendering Ms. Hall's letter as a "joint statement of fact," the parties agreed Ms. Hall was qualified to put forth such opinions and I could rely on those opinions as a matter of fact. I will rely on Ms. Hall's opinion evidence accordingly.

[35] I draw no negative inference from MW wanting E to attend play therapy. I also draw no negative inference from AL's cautionary approach to the idea. I find both parents to be active and appropriate participants in the therapeutic process.

[36] I find E is a resilient, well-regulated, and developmentally healthy child who is strongly attached to both parents. Ms. Hall observed no signs of distress or relationship disruption in E's transitioning between her parents. I find E's challenges with transition to be minor in nature and in line with what might be reasonably expected from a young child in her situation.

[37] I reject MW's suggestion that E is more securely attached to her and therefore more likely to express distress to her as opposed to AL. I decline to rely on the social science literature cited by MW in her submissions on the topic of attachment and the

development of psychopathology. I have no evidence upon which to assess attachment theory as it may relate to E.

[38] Even if I accepted parenting exchanges were terrifically challenging for E, my response would not be to limit E's time with her father. Rather, the expectation then would be on the parties to exercise parenting skills that better support E in her navigation of their conflict because I am satisfied it is in E's best interest to have a healthy and positive relationship with both of her parents.

[39] I find the concerns raised by MW in relation to this issue to be overstated. Her characterization of AL's stance on therapy is hyper-critical. I am satisfied AL appropriately attends to E's emotional needs. No evidence in relation to this issue suggests a reduction in AL's parenting time would be necessary to ensure E's best interest.

### *Safety*

[40] MW is concerned about E's safety while in AL's care. These concerns have been investigated by neutral third parties and found to be unsubstantiated. I find no evidence to support a finding that E is not safe while in AL's care.

[41] In August 2025, thinking AL might have worked a night shift before taking E into his care, and not receiving a responding message from AL in what she deemed to be a reasonable time, MW made a referral to child protection services (CPS) and then called upon police to attend at AL's home to check on E's well being. The police did a wellness check and found no cause for concern.

[42] Fortunately, E was asleep during this incident. Having police attend at a home can be particularly traumatic for children. It can also send a very concerning message to a child about a parent.

[43] I find MW's actions were not reasonably motivated by concerns for E's safety in these circumstances. She did not know for certain whether AL had been working the night before and her reaction was not proportionate to the situation. Nothing in this scenario justified such an extreme and potentially harmful response.

[44] In December 2025, MW contacted CPS again to report E had disclosed to her, and to one of E's friends, that she did not feel safe with AL because he yells at her and hits her in the face. MW was also concerned about a video purporting to show E asking for help.

[45] CPS investigated the referral and found no cause for concern. CPS placed no restrictions on AL's parenting time during their investigation. The video was from several years prior and was unrelated to E's alleged disclosure.

[46] MW says she respected the decision made by CPS but remained worried about sending E for holiday parenting time with AL as per the holiday endorsement. MW says: "To ease my fears, I asked (AL) to share his plans as I thought I would feel better knowing E was not alone with him. He refused."

[47] AL vehemently denies hitting or yelling at E. I accept the evidence of AL on this issue. I find no reason to be concerned that AL is hitting, yelling or in any way being abusive to E.

[48] I draw no negative inference from the CPS referral being made; there is a positive duty to report. Here, however, MW persisted in attempting to restrict AL's parenting time through supervision even though CPS provided no direction to so do. I find it disingenuous for MW to argue allowing AL unsupervised parenting time in these circumstances is indicative of her willingness to support E's relationship with AL. I find AL's refusal to restrict his parenting time with E to make MW "feel better" was entirely reasonable. Supervised access is not appropriate if its sole purpose is to provide comfort to the custodial parent. *Slawter v. Bellefontaine*, 2012 NSCA 48.

[49] I am entirely satisfied there are no safety concerns related to AL's parenting. No evidence in relation to this issue suggests a reduction in AL's parenting time would be necessary to ensure E's best interest. MW's credibility is damaged by these incidents.

### *Stability*

[50] The importance of consistency and routine is cited often by MW as critical to E's stability. She argues AL refuses to work with her to ensure "consistency and routine" for E. MW says E's days with AL are unpredictable and E is too young to make decisions on issues such as personal care and long car drives to Halifax. MW suggests AL's style of parenting, which is less structured than hers, would be better suited to every other weekend. She argues stability and routine are particularly important because E struggles with transitions. MW says the recommendations of Ms. Hall support her position on this issue.

[51] AL argues MW is attempting to exert too much authority and control over basic, daily parenting decisions that he is quite capable of making while E is in his

care. AL says the parenting plan proposed by MW will be a jarring departure from well-established parenting routine he has established with E.

[52] Ms. Hall recommends as follows:

I strongly recommend that E's parents continue working toward reducing conflict within their co-parenting relationship, as ongoing parental tension poses the greatest emotional risk to E at this time. Specifically:

- Ensuring smooth, predictable transitions between homes
- Speaking positively about the other parent in E's presence
- Encouraging and supporting E's relationship with each parent
- Demonstrating excitement and emotional approval when E is going to spend time with the other parent.
- Maintaining consistent routines and communication to limit E's exposure to conflict.

Reducing parental conflict and strengthening cooperative co-parenting practices will provide E with the stability and emotional safety she needs to thrive.

[53] I have already found that E is able to effectively manage transitions. I am not satisfied there is any increased need for stability or routine that is particularly unique to E. The evidence gives me no reason to be concerned that AL is inappropriately involving E in decision-making (like travelling or taking a bath). The evidence does not support a finding that AL's parenting style increases instability in E's life.

[54] I find AL has an established parenting routine that is focused on E's well being. I have already determined AL is an engaged father who has been actively and effectively parenting E for quite some time. I do not interpret the recommendations of Ms. Hall to mean parental alignment on mundane issues (such as school lunches) is critical to E's well being. It is not necessary for AL to mirror MW's parenting style exactly to effectively parent. I find the parenting plan proposed by AL more closely aligns with well-established parenting schedules and therefore better promotes stability. Nothing in the recommendations put forth by Ms. Hall suggests a reduction in AL's parenting role is necessary to secure E's best interests.

[55] Consistency and routine is certainly the gold standard. For children who have parents in separate homes, however, the routine that is consistently followed will most likely include parenting exchanges and transitions. Stability grounded in consistency and routine is not in a child's best interest if it is achieved by excluding a perfectly capable and loving parent.

[56] I find AL has been a consistent, secure and positive presence in E's life. The parenting plan proposed by AL will increase E's time with him only slightly. The parenting plan proposed by MW will significantly disrupt the established routine and negatively impact E's time with her father. It is neither necessary nor appropriate to reduce E's time with her father to generate stability in her life.

### *History of Care*

[57] MW relies heavily upon her role as E's primary caregiver to support her parenting plan. She says she has always been E's primary parent. She argues AL was not present for much of E's first year and now has parenting time three days, but only two nights, of eight. She argues E is not out of her physical care for any extended period and she is the only primary care giver E has ever known.

[58] AL argues he has been pursuing shared parenting since 2022. He says he is an actively involved parent who spends a significant amount of time with E. AL argues MW has unreasonably attempted to restrict his role as E's father.

### *E's First Year*

[59] MW's characterization of AL as being absent for "long stretches of time" belies certain realities. AL was working full time at the opposite end of the province when E was born. He also had a work-related concussion that prevented him from travelling for approximately three months. AL was responsible for all travel associated with his parenting time. Apart from the time he was medically unable to drive, I find AL travelled to Cape Breton routinely, nearly weekly, to spend time with E.

[60] The evidence does not support MW's claim that she went above and beyond to facilitate AL's parenting time. For most of E's first year, MW insisted that AL's parenting time occur in her home or the home of her parents next door. MW claims this was necessary to facilitate breastfeeding and to ensure E's stability and security. I do not agree these measures were necessary to safeguard E's safety or stability, or to ensure E was fed breast milk which can be pumped. I find, instead, that MW unreasonably and unilaterally controlled and restricted AL's parenting time. It is disingenuous for MW to suggest otherwise.

[61] I find AL went to great lengths to actively parent:

- Despite the significant physical distance between the parties, AL was primarily responsible for all travel associated with exercising parenting time.
- AL sought an employment accommodation so that his work schedule would not interfere with his parenting time.
- AL sought an employment transfer to Cape Breton from Yarmouth to be closer to E.
- Even before securing a job transfer, AL bought a home in Cape Breton to facilitate his parenting time with E. AL maintained a home in both Cape Breton and Yarmouth for several years to spend quality time with his daughter.

[62] MW's characterization of AL and his parenting during E's first year damages her credibility.

*E's Most Recent Four Years*

[63] There are two main indices of parenting: physical time and decision making. The parties have shared decision-making since October 2022. AL has been actively seeking shared physical time since June 2022. AL has had parenting time three days out of eight since October 2022 and for an extended period in December 2025.

[64] I find AL has been very actively involved in parenting E, both in terms of decision making and physical time, for the past four years. AL has participated in all aspects of E's parenting and attended to all her physical, medical, social, educational, and emotional needs. Although the interim order reflects MW having primary care, from a child-centric perspective, I find E has experienced two very engaged and devoted parents.

[65] To reduce AL's parenting time within this context, based on MW's perception of AL's inadequacies during E's first year, would essentially be a punitive response which falls well outside the best interest analysis. I find MW, in many ways, has maintained primary care by resisting or restricting AL's role as a parent. The history of care does not support a reduction in AL's parenting time as proposed by MW. The parenting plan proposed by AL more closely aligns with the history of care.

*The nature, strength and stability of the relationship between the child and each sibling, grandparent and other significant people in the child's life*

[66] MW has a home on property that adjoins her parent's property. I accept E spends a significant amount of time with her maternal grandparents who are actively involved with her care. Most of AL's extended family reside in Halifax. There are frequent visits and, despite the distance, I find E has significant familial relationships with her paternal extended family. E is extremely fortunate to have loving and supportive connections on both her mother and her father's side of the family. It is in E's best interest that these important familial ties be maintained.

[67] The parenting plan put forth by MW will significantly restrict E's ability to spend time with paternal family members. Opportunities to travel to Halifax to visit family will be limited in terms of frequency and duration if E's regular parenting time with AL is reduced to every second weekend. It is insincere for MW to suggest otherwise.

[68] The parenting plan put forth by AL will increase his regular parenting time from three to four days, in an eight- day cycle. E's ability to spend time with her maternal family will not be as significantly impacted if AL's parenting plan is adopted. This is particularly true given E lives next door to her maternal grandparents. The parenting schedule proposed by AL is in E's best interest as it relates to this issue.

*Cultural, linguistic, religious and spiritual upbringing and heritage, including the child's aboriginal upbringing and heritage, if applicable*

[69] This best interest factor was given significant focus in the evidence. It is clearly a factor of great importance to both parties. E is of mixed race and heritage. AL identifies as African Nova Scotian. MW identifies as Mi'kmaq, Metis, Montauk, Algonquin and Acadian as well as mixed European (Caucasian) descent. She says she has reclaimed her Indigenous identity as an adult because her family concealed their heritage in the past due to Canada's dishonorable treatment of Indigenous people.

[70] There was a reference by AL (and by his sister) to African Nova Scotian being E's dominant racial identity. AL explained he means E is visually identifiable as being African Nova Scotian: this is what she will see when she looks in the mirror, and this is how she will be perceived by the world.

[71] MW testified that a shared parenting arrangement will negatively impact E's Indigenous heritage. She argues that time in AL's care will necessarily mean time away from E being exposed to her Indigenous culture. MW argues that she and AL are equally positioned to educate E regarding her African Nova Scotia heritage, but she is best suited to help E embrace her Indigenous and Acadian heritage because AL does not take those aspects of E's identity seriously. Both parties claim to support E's connection to the other parties' race and culture.

[72] I have considered the case law cited by MW: *HP v. PP*, 2023 NSSC 251 (Jesudason, J.), *CG v. CS*, 2024 NSSC 223 and *DeLeon v. DeLeon*, 2022 NSSC 392. There is no expectation in law that I should choose the promotion of one cultural or racial identity over the other.

[73] I find both AL and MW to be capable and willing to support aspects of E's culture and racial identity associated with the other party. I find it is in E's best interest to be exposed, as much as possible, to all aspects of her rich cultural and racial background. The shared parenting plan proposed by AL is in E's best interests in this regard because it maximizes E's exposure to all facets of her cultural and racial identity.

#### *Violence, Abuse and Intimidation*

[74] The *Act* requires me to consider the nature, recency and frequency of violence, the harm caused to the child by the violence and any preventative steps taken by the perpetrator against further violence occurring. I must also analyze the impact of the violence upon the child, including the ability of the person causing the violence to care for and meet their child's needs and the ability of parents to co-operate. I lay out, therefore, the details of the allegations of MW as they relate to this issue.

#### *Coercive Control Pre Separation*

[75] MW alleges verbal abuse, including yelling and name-calling. MW also claims AL restricted her mobility in Yarmouth. She says he allowed her to drive freely within Yarmouth but forbade her from leaving the community. Her evidence is:

While I was pregnant, (AL) and I decided I would sell my truck. He told me that when I moved to Yarmouth, I would have access to his Toyota Tundra and Lexus SUV and would not need my truck. When I arrived, he would not allow me to use the Lexus and only permitted me to use the Tundra within Yarmouth. I felt isolated.

[76] AL denies these allegations. He acknowledges recommending the use of the Toyota over the Lexus because he felt the Toyota was better suited to travelling with E. However, AL says MW always had access to both sets of keys and she regularly used the Lexus to such an extent that she had her satellite subscription switched to that vehicle.

[77] I have considered all the evidence related to this issue. I accept the evidence of AL. However, even if I accepted the evidence of MW, I would not find the incidents she has described constitute coercive control. There is insufficient evidence of AL exerting a pattern of behaviours to assert control over MW through repeated acts that disempowered her.

### *Sexual Abuse*

[78] MW says she was sexually abused by AL. She says:

AL engaged in non-consensual intercourse with me while E was laying on the bed I was leaning against. He approached me from behind. I did not say no, but he also did not ask. No words were spoken. I felt very uncomfortable.

[79] MW also says:

In September 2021, (AL) came to visit E. I permitted him to stay at my home during the visit.

He initially slept in the spare bedroom, but on the second night we agreed it would be more convenient for him to sleep in my room since E was sleeping in there in her crib. We agreed this would make it easier for him to get up with her.

I made it clear that our relationship was over. I consented to snuggling on night two but stated that I did not want any sexual contact.

On night three, (AL) started caressing me, which I believed meant he wanted sex. I said, “no, that’s not happening.” I was exhausted and moved away from (AL) in the bed. I rolled over on my side with my back to (AL) and went to sleep.

Later that night, I woke to him thrusting against me from behind. I did not consent but also did not resist because I was exhausted and worried about angering him.

[80] MW says she was sexually harassed by AL at a wedding they attended in 2021. She says:

When we attended his brother’s (name omitted) wedding, he said “can’t wait for later” while appearing to admire my outfit. I interpreted this to mean he wanted to have sex and told him it would not happen. He replied with “it better if you want

this family to work.” We were no longer in a relationship at this time, which I made clear to AL.

[81] MW asks me to find, on a balance of probabilities, that sexual abuse did occur. She asks me to remember the standard of proof articulated by Justice Forgeron in *KB v. AT*, 2023 NSSC 125 in paragraph 20:

When making a credibility assessment, I note three points. First, this is a civil proceeding which requires proof on the balance of probabilities. There is no presumption of innocence in civil cases: *FH v. McDougall*, 2008 SCC 53, para 42. To reach a factual conclusion, I must scrutinize the evidence to decide whether it is more likely than not that an event occurred. I must determine whether the evidence is sufficiently clear, convincing and cogent to satisfy the balance of probabilities test: *FH v. McDougall*, paras 44 to 46. There is no heightened burden on any party. Therefore, the absence of a criminal conviction does not determine the issue.

[82] AL denies these allegations. When cross examined about the first incident, he said “It did not happen.” When questioned about the second incident, AL agrees the parties engaged in sexual intercourse but says it was consensual. AL argues he has been cleared of any wrongdoing through investigations conducted by the Serious Incident Response Team (SIRT), to determine whether criminal charges should be laid, and the RCMP, to determine whether their internal Code of Conduct had been violated.

[83] I draw no inference from the timing of MW’s disclosure. The fact MW made these allegations in 2023, several years after the events were alleged to have occurred, does not factor into my analysis. Similarly, I draw no inference from the fact MW shared a hotel room with AL, and had AL as a guest in her home, after the alleged sexual abuse occurred.

[84] I put little weight on the findings of SIRT and the RCMP investigations because the particulars of those investigations were not put into evidence. I am unable to draw any meaningful inferences absent critical details about those investigations.

[85] I prefer AL’s evidence over that of MW on this issue. AL’s credibility was not negatively impacted by cross examination. His testimony was consistent and straight forward. I disagree with MW’s assertion that AL essentially admitted to non-consensual intercourse during cross examination. MW’s credibility was damaged by her disingenuous testimony on other issues. The evidence does not support a finding

that there was deliberate and purposeful sexual abuse perpetrated by AL against MW.

*Abuse Post Separation*

[86] MW argues AL continued his abusive behaviour post separation through the “control of information, destabilization of routines, dismissive responses to health concerns and repeated conflict escalation through communication.” She urges me not to facilitate AL’s abuse by framing that abuse as mutual conflict instead of coercive control. MW asks me to consider the impact of abuse on children. She says E’s distress during transitions, pre-occupation with predictability and emotional dysregulation following parenting exchanges are all examples of how E is experiencing the abuse that has been directed at MW by AL.

[87] MW argues AL has “weaponized” E by:

- failing to provide notice when traveling
- repeatedly failing to take her to scheduled activities
- failing to take her to her a pediatrician appointment
- minimizing medical and emotional concerns raised by MW
- creating instability around routines
- creating uncertainty by not responding to time-sensitive messages
- intimidating MW by escalating conflict when she raises legitimate concerns or tries to engage in co-parenting conversations.
- threatening legal action or implying the legal system will recognize her faults.

[88] MW argues AL has not demonstrated any care or concern about the trauma she experienced from their abusive relationship and has failed to take any steps to improve their co-parent relationship.

[89] AL denies all allegations of abuse against MW. He is adamant he would never harm his daughter.

[90] I take notice of the Supreme Court of Canada's findings as they relate to the impact of violence on families, including children: *Barendregt v. Grebliunas, supra*. I have considered the case law cited by both parties in relation to this issue. I have not considered the social science articles cited by MW in her submissions.

[91] MW argues her behaviours should be assessed within the context of the abuse she experienced. For example, she says I should view her facilitation of AL's parenting time during E's first year as particularly generous and supportive, given her experience with AL. MW argues her feelings about the abuse, regardless of any findings I may make about the abuse, should factor predominately in my analysis. I disagree. I am obliged to make objective findings of fact based on evidence.

[92] I do not agree AL's conduct post separation amounts to coercive control or any other form of violence, abuse or intimidation as defined by the *Act*. Since I did not find that violence, abuse or intimidation as alleged by MW occurred in the first place, I can not conclude AL's post-separation conduct is a continuation of that violence, abuse or intimidation.

[93] I do not agree AL has weaponized E by failing to attend to her needs or destabilizing E's routine. I have already made the finding that many of the concerns raised by MW about AL's parenting are inflated and/or unsubstantiated. I have already made the finding that AL has a well-established parenting routine that is child centric.

[94] I have already made the finding that E is a resilient, well-regulated, and developmentally healthy child who can appropriately manage transitions. I do not agree E is exceptionally distressed by transitions, pre-occupied with predictability or emotionally dysregulated following parenting exchanges. Even if the evidence supported such a finding, I would not infer these reactions were a response to AL's abuse of MW.

[95] The evidence does not support a finding that AL escalated the conflict between the parties. I can not find that AL has weaponized the court process to abuse MW. I find it was necessary for AL to litigate this matter to secure a meaningful parental role.

[96] I do not find AL's communication style to be abusive. At times AL has been abrupt or slow to respond. He admits there is room for improvement in his communications with MW. A level of frustration, however, might reasonably be expected from AL who has been subject to a series of serious and unfounded allegations of abuse and poor parenting. AL can hardly be faulted for failing to demonstrate care or concern for abuse and trauma he did not cause.

[97] Overall, I find there was no violence, abuse or intimidation by AL as alleged by MW. Even if I had found evidence of violence, abuse or intimidation, I would still be required to analyze the impact of my findings upon AL's ability to parent and the ability of the parties to co-parent. In this situation, the parties have been very nearly sharing parenting time equally, communicating regularly and making joint decision on major issues affecting E for nearly four years. The totality of my findings on all the other best interest factors would not support a reduction in AL's parenting role as proposed by MW, even if MW's claims of abuse were substantiated.

*Willingness to Support the Child's Relationship with the Other Party*

[98] MW argues she has gone above and beyond to support AL's relationship with E. She says this is particularly true, given the abuse she has experienced. MW says she has diligently tried to engage AL in a constructive and healthy co-parenting relationship to no avail.

[99] AL says MW does not respect his role as E's father. He says MW has consistently attempted to minimize and control his time with E. AL argues awarding MW primary care will increase her ability to restrict his parenting time which would be contrary to E's best interests.

[100] MW argues AL's refusal to arrange additional FaceTime visits over the 2025 holiday season, as recommended by the Court, is indicative of AL declining her offer of additional parenting time. I find it more likely than not that MW was concerned more about scheduling additional FaceTime visits for herself than for AL. No evidence about the 2025 holiday season would prompt me to conclude AL has failed to take advantage of MW's support of his relationship with E.

[101] I find MW has unreasonably attempted to restrict AL's parenting role and does not give appropriate priority to E's relationship with her father. I make these findings based on the following:

- MW unilaterally and unreasonably restricted AL's contact with E in terms of frequency and location, particularly during E's first year.
- MW made parenting decisions on major issues such as baptism and day care without meaningfully consulting or involving AL, particularly during E's first year.
- MW is hyper-critical of AL's parenting and overly concerned about minor or non-existent issues.
- MW has levelled unsubstantiated allegations against AL related to safety and stability.

[102] In addition to reducing AL's parenting time and removing AL from the final decision-making process, other elements of the parenting plan proposed by MW will unreasonably exclude AL from E's life and are, therefore, not in E's best interest. I find the following aspects of MW's proposed parenting plan to be unreasonable restrictions upon AL and his parenting time:

- MW proposes she arrange and attend all E's medical appointments. She argues if AL wants to attend a medical appointment for E, he should cancel the appointment MW has made and reschedule that appointment to his parenting time (every second weekend). When asked how this would be possible, MW suggested AL could do this on occasions when his weekend access is extended because there is no school on Monday or Friday. MW's suggestion that AL would still be able to attend medical appointments for E under the parenting plan she has proposed is dishonest. Furthermore, on the remote chance AL would have parenting time scheduled when a medical provider might be available, it would not be E's best interest to have medical appointments delayed through rescheduling as suggested by MW.
- MW's suggestion that she be responsible for scheduling all social and extracurricular activities for E and that AL be mandated to ensure E attends these activities is also not reasonable. I have already found that AL appropriately attends to E's social and developmental needs. There is no justification to direct AL to ensure E attends activities scheduled by MW during his parenting time. Each party must respect the

importance of E's spending quality time with the other parent. The parties will need to work together to achieve a balance between E's parenting time and social activities.

- MW proposes that both parties have virtual access with E on non-parenting days via E's iPad. Over the 2025 holiday season MW utilized location services on an iPad she provided to E to monitor her whereabouts while in AL's care. MW's use of E's iPad in this manner was an unwarranted overstep into AL's parenting and privacy. I am concerned the continued use of an iPad to facilitate virtual parenting time as suggested MW may lead to similar unfortunate incidents which would not be in E's best interests.
- I have no concerns about the ability of either party to appropriately attend to E's educational needs. There is no justification, therefore, to specify in a court order that the parties will ensure E attends school or to otherwise govern the issue of E's education.
- I have no concerns about the ability of either part to appropriately attend to E's medical needs. There is no justification, therefore, to court order conditions about how the parties will manage minor illness such as coughs or colds.
- I have no concerns about either party utilizing physical or corporal punishment when parenting E. There is no justification, therefore, to address this issue in a court order.
- I have no concerns regarding AL's overall parenting. There is no justification, therefore, to mandate his participation in the Strongest Families program, or any other program or service.

[103] Overall, I find the level of detail proposed in MW's parenting plan is an extension of her tendency to try to control AL's parenting. The degree of intervention proposed by MW is not warranted and will more likely increase conflict rather than diminish it. I find the imposition of MW's parenting plan would result in AL's parenting role being significantly diminished, contrary to E's best interest.

*Ability to Communicate and Cooperate on Issues Affecting the Child*

[104] MW says poor communication between the parties makes it impossible for them to work together to ensure E's needs are met. AL says MW's communication demands are excessive and are designed to exert control over his parenting.

[105] I find MW's desire to engage AL in conversations about basic parenting issues is met with some resistance from AL. His responses are sometimes delayed or abridged. I agree with MW that AL should advise her, in advance, of his intention to travel with E, including details of how they may be contacted while they are away. Overall, however, I find AL's responses are appropriately proportionate to the issues being raised by MW. I find MW frequently wishes to engage AL in conversations about day-to-day parenting issues that do not necessitate the level of consultation MW expects.

[106] The Interim Order in place requires each party to provide to the other party a "meaningful communication by text message each night to provide an update regarding the child." MW argues AL has not adequately complied with this condition. I do not agree. I find MW has unrealistic expectations about frequency and timeliness of responses from AL. I find AL has reasonably complied with this aspect of the Interim Order.

[107] I find there is conflict between the parties that makes communication and cooperation challenging but not impossible. The parties have shared decision making for the past several years pursuant to the Interim Order. I find the OFW records demonstrate significant and meaningful communication between the parties. While the parties often disagree, they have also demonstrated an ability to cooperate, ultimately, on several key issues related to E's well being (ex. E's school registration, attendance at play therapy, etc.).

[108] Unwillingness or reluctance to cooperate can not be mistaken for an inability to cooperate. I find MW has been resistant to AL's parenting role. This, alone, can not be the reason that shared parenting should fail. I find it is in E's best interest that both her parents continue to be actively involved in making major decisions that affect her well being. I find the parenting plan put forth by MW will effectively preclude AL from participating in important parenting decisions which would be contrary to E's best interests.

### *Other Parenting Issues*

#### *Parenting on Holidays and Special Occasions*

[109] The parenting plan put forth by each party specifies parenting during holidays and special occasions (“holiday parenting”). I am satisfied the holiday parenting proposed by AL better suits E’s best interests because it better ensures E will spend equal time with her parents during holidays and special occasions. The holiday parenting proposed by MW is not as balanced in this regard.

*Virtual Parenting Time*

[110] I have already found the virtual access proposed by MW via iPad is too intrusive. I agree it is in E’s best interest to be able to contact the parent who is not providing her daily care. Every second day that E is in the care of one parent, she will have a brief goodnight phone call with the other parent, initiated by that parent, at 7 pm.

*Notice of Travel*

[111] I agree with MW that it is E’s best interest that both parents be made aware, in advance, of travel plans affecting E.

*Use of Our Family Wizard (OFW) / Sharing of Information*

[112] The evidence does not suggest the journal entry function of OFW has been particularly helpful for these parties. I find, instead, it has tended to increase conflict as opposed to help build consistency. The level of detail proposed by MW in her parenting plan in this regard is not necessary.

*Decision on Parenting*

[113] I have carefully considered the legislation, case law and evidence. I have weighed the relevant best interest factors against the parenting plan proposed by each party. I find it is in E’s best interest to order the parenting plan proposed by AL with some slight modifications, as noted in below:

**REGULAR PARENTING SCHEDULE**

The parties shall have shared parenting of E according to following schedule on an 8-day rotational basis:

Days 1-4: E shall spend the first four days and overnights of the parenting rotation in the care of MW.

Days 5-8: E shall spend the second four days and overnights of the parenting rotation in the care of AL.

Parenting exchanges shall occur on days 1 and 5 of the parenting rotation.

If one parent must miss parenting time due to work commitments or inclement weather, the parties shall cooperate and make best efforts to facilitate makeup parenting time for that parent.

60 days' notice shall be provided whenever possible if parenting time will be missed for work commitments.

#### PARENTING EXCHANGES

When days 1 or 5 of the parenting rotation fall on a school day, parenting exchanges shall occur at E's school.

The parent concluding their parenting time shall drop E off at school in the morning.

The parent beginning their parenting time shall pick E up from school at the end of the school day.

The parent whose parenting time begins on Day 1 or Day 5 of the rotation shall be E's designated contact and is responsible for her throughout the school day following the other parent's morning drop-off.

On weekends and on any day when E does not attend school for any reason, the parenting exchange shall occur at 9:00 a.m. at the Sydney Walmart parking lot on Spar Road.

The parties may agree to adjust the parenting exchange time as necessary to account for inclement weather. The parties shall make best efforts to communicate and plan in advance, should any adjustments be needed.

All parenting exchanges shall be brief and child-focused. The parents will keep interactions calm and businesslike and will avoid conflict or adult issues during exchanges. Each parent will support a smooth transition for E.

## HOLIDAY PARENTING SCHEDULE

The regular parenting schedule shall be suspended for the following holidays and replaced with the following holiday parenting schedule unless otherwise agreed between the parties in writing.

E's Birthday: the regular parenting schedule shall apply. The parent who does not have E in their care under the regular parenting schedule shall have a phone call with E to be arranged between the parties.

Mother's Day and Father's Day: Mother's Day and Father's Day shall be defined as Sunday at 9:00 a.m. until Monday at the beginning of E's school day. E shall be in the care of MW on Mother's Day and the care of AL on Father's Day.

Christmas: Christmas shall be defined as the approximately two-week period between pick-up on E's last day of school before the Christmas break and drop off at school on the first day of school following Christmas break.

In even years, E shall be in the care of MW from school pick-up on the last day of school until December 26th at noon. E shall then be in the care of AL from December 26th at noon until drop off at school on the first day following the Christmas break. In odd years, the inverse shall occur.

Thanksgiving: Thanksgiving shall be defined as Friday at the end of E's school day until Tuesday morning at school drop-off. E shall be in the care of AL for Thanksgiving in even years, and in the care of MW in odd years.

Easter: Easter shall be defined as Thursday at the end of E's school day until Tuesday morning at school drop off. E shall be in the care of MW for Easter in even years, and in the care of AL for odd years.

Halloween: when October 31 falls on a school day for E, Halloween shall be defined as the end of E's school day until the morning of November 1 at school drop off. When October 31 falls on a weekend, Halloween shall be defined as October 31 at 9:00 a.m. until November 1 at 9:00 a.m. E shall be in the care of AL for Halloween in even years, and in the care of MW for odd years.

**Heritage Day (February):** Heritage Day shall be defined as Friday at the end of E's school day until Tuesday morning at school drop-off. E shall be in the care of MW for Heritage Day in even years, and in the care of AL for odd years.

**March Break:** March break shall be defined as the entire break, from Friday at school pick-up on the last day of school before the break until the following Monday morning at school drop off at the end of the break. E shall be in the care of AL for march break in even years, and in the care of MW in odd years.

**Victoria Day:** Victoria Day shall be defined as Friday at the end of E's school day until Tuesday morning at school drop-off. E shall be in the care of MW for Victoria Day in even years, and in the care of AL for odd years.

**Canada Day:** If Canada Day falls on a Friday, Saturday, Sunday or Monday, creating a long weekend, Canada Day shall be defined as the entire long weekend from Saturday at 9:00 a.m. until Tuesday at 9:00 a.m. If Canada day falls on a Tuesday, Wednesday, or Thursday, then it shall be defined as June 30 at 9:00 a.m. until July 2 at 9:00 a.m. E shall be in the care of AL for Canada Day in even years, and in the care of MW for odd years.

**Truth and Reconciliation Day:** If Truth and Reconciliation Day falls on a Friday, Saturday, Sunday or Monday, creating a long weekend, Truth and Reconciliation Day shall be defined as entire weekend from school pick-up on the last day of E's school until drop off at school following the long weekend. If Truth and Reconciliation Day falls on a Tuesday, Wednesday or Thursday, then it shall be the period from September 29 at the end of E's school day until October 1 at school drop-off. E shall be in the care of MW for Truth and Reconciliation Day in even years, and in the care of AL for odd years.

**Civic Holiday (August):** The civic holiday weekend shall be defined as Saturday at 9:00 a.m. until Tuesday morning at 9:00 a.m. E shall be in the care of MW for the civic holiday weekend in even years, and in the care of AL for odd years.

**Labour Day:** Labour day weekend shall be defined as Saturday at 9:00 a.m. until school drop off at E's first day of school. E shall be in the care of AL for Labour Day weekend in even years, and in the care of MW for odd years.

Remembrance Day: If Remembrance Day falls on a Friday, Saturday, Sunday or Monday, creating a long weekend, Remembrance Day shall be defined as the entire long weekend from school pick-up on the last day of E's school until drop off at school following the long weekend. If Remembrance Day falls on a Tuesday, Wednesday or Thursday, then it shall be defined as November 10 at the end of E's school day until November 12 at school drop off. E shall be in the care of MW for Remembrance Day in even years, and in the care of AL for odd years.

Vacation Blocks: Both parties shall be entitled to 3 7-day blocks of vacation parenting time, which may be taken at any point over the entire year on the following terms:

Both parties chosen blocks must leave 2 days of parenting time with E on both ends of a vacation block for time with other parent.

Both parties shall select their vacation blocks by April 1 each year.

Neither party's blocks shall occur during the other party's holiday parenting time.

A party's selected vacation blocks shall not run adjacent to their parenting time under the regular or holiday schedule such that E is away from the other parent for more than 8 days.

In even years, AL shall have first choice of vacation blocks, and in odd years, MW shall have first choice of vacation blocks.

## COMMUNICATION

Communication between parties: The parties shall only communicate in writing via the Our Family Wizard application unless there is an emergency. In case of emergency only, the parties may communicate via telephone.

At all times, communication between the parties shall be brief, respectful and child focused. Messages on topics requiring consultation (i.e. medical decisions, appointment scheduling, etc.) shall be responded to within 24 hours of receipt.

Neither party shall speak negatively about the other parent to E.

The parties shall inform one another of any changes in his or her home address, home phone number, work address, work phone number, or any other means of contact such as fax numbers or e-mail addresses.

The party who does not have E in their care may call E at 7 pm every second evening for a brief (10-15 minute) check in and good night call.

#### ACCESS TO INFORMATION

Each party shall be entitled to make inquiries and receive information from third-party care providers for E. Such third-party care providers shall include E's daycare, school, health professionals (i.e., doctor, dentist), religious providers, extracurricular leaders and coaches and any other party in a caregiving or leadership role with E.

Each party shall be entitled to receive information relating to E, such as school report cards, medical reports, information regarding their recreational activities and the like.

#### TRAVEL

Travel Within Nova Scotia: Both parties may travel within Nova Scotia without the prior written consent of the other party as long as it does not infringe on the other party's parenting time. Notice of travel shall be provided to the other parent at least 24 hours in advance.

Domestic travel outside of the Nova Scotia: Both parties may travel domestically with E outside of Nova Scotia so long as it does not interfere with the other party's scheduled parenting time. A party wishing to travel domestically with E outside of Nova Scotia shall not need to obtain the written consent of the other party. Notice of travel shall be provided to the other parent at least 14 days in advance.

The party intending to travel with E outside of Nova Scotia shall provide an itinerary to the other party a minimum of 14 days prior to the intended travel. The itinerary shall contain the following information: dates of travel, address during travel, contact information.

International travel: Each party shall provide the other a minimum of 30 days' notice to travel internationally with E along with a proposed itinerary of travel.

Both parties shall cooperate in signing any documentation required to facilitate E's international travel (i.e., travel consent letters) and both parties shall provide access to E's passports to facilitate such travel a minimum of 7 days in advance of the proposed travel.

Both parties shall cooperate in getting passports for E and ensuring that the passports are kept valid and up to date. The passports shall be in the primary care of the last party to travel until such time as they may be required by the other party for travel purposes.

### **Issue Two: What child support is payable?**

#### *Position of MW*

[114] MW filed a Response to Application on August 4, 2022, claiming child support, including s. 7 expenses. On August 17, 2022, she filed a Statement of Special or Extraordinary Expenses seeking contribution from AL in relation to childcare costs incurred because of her employment. She indicated she was paying \$35 per day for childcare, and the childcare provider did not issue receipts.

[115] MW argues AL owes her \$40,328 in table child support calculated as follows:

Year	Monthly Child Support	Total Months	Total Year	Total Paid	Total Owing
2021	\$997	4	\$3,988	\$3,600	\$388
2022	\$1,346	12	\$16,152	\$3,500	\$12,652
2023	\$1,044	12	\$12,528	\$3,300	\$9,228
2024	\$1,156	12	\$13,872	\$3,000	\$10,872

2025	\$1,161	12	\$13,932	\$6,684	\$7,248
2026	\$1,161	3	\$3,483	\$3,513	\$30 credit

*Note: There appears to be a \$30 discrepancy between this table and the \$40,328 claimed in MW's submissions. This minor difference did not factor into my analysis.*

[116] In addition to the above, MW seeks 50% or \$6,554.50 of childcare costs that have accrued since November 2021 (as opposed to a proportionate share). MW says AL knew about this expense from the outset and never sought clarification or proof of this claim. MW argues AL should not now be able to rely on the absence of receipts to avoid his obligation to contribute to this cost.

[117] MW acknowledges AL incurred costs associated with exercising parenting time. She says there are discrepancies in AL's evidence about these costs and questions whether all the cost incurred were reasonable and necessary.

[118] MW argues AL has not met the necessary undue hardship test.

[119] MW does not agree AL would suffer hardship if retroactive child support is awarded. She says AL owns four properties, including land in Yarmouth, with a tax assessed value of \$1,566,800. She suggests these assets could be leveraged to secure financing or sold to satisfy a retroactive child support claim. Also, MW is open to child support owed being paid periodically, which would negate any hardship experienced by AL. She is seeking a lump sum payment of any s. 7 costs found to be owing.

#### *Position of AL*

[120] AL filed a Statement of Undue Hardship on October 14, 2022, citing unusually high expenses in relation to exercising parenting time up until his move to Cape Breton in 2025. He says he keeps detailed records but did not provide receipts. In his sworn Statement of Undue Hardship, AL asked the Court to take into consideration the following costs which he says created undue hardship:

- *Cape Breton House - \$35,520*

- *Gas to drive back and forth to Cape Breton - \$15,261*
- *Additional Costs for E (furnishings, car seat, clothing, toys etc.) - \$10,800*

[121] In his affidavit sworn October 14, 2025, AL summarized these expenses as follows:

- Gas expenses for travel between Sydney and Yarmouth (1,390 km round trip):
  - 2021 - \$1,120.32
  - 2022 - \$12,562.30
  - 2023 - \$17,507.43
  - 2024 - \$15,413.19
  - 2025 – to be determined
  - Total: \$46,603.24
- Hotel expenses for visiting Cape Breton for parenting time (before house was purchased)
  - 2021 - \$ 966.68
  - 2022 - \$1,523.33
  - Total: \$2,490.01
- Expenses for my Cape Breton home:
  - Mortgage: \$260,000 total (payments of \$712 semimonthly)
  - Insurance: \$1,181.31 per year
  - Oil, water, and power:
    - 2022: \$2,928.90
    - 2023: \$6,196.97
    - 2024: \$3,845.90
    - 2025: to be determined
- Miscellaneous vehicle repair expenses:

- o 2022: \$2,446.71
- o 2023: \$1,378.34

[122] AL argues I have discretion to take these expenses into account when considering MW's retroactive child support claim. He says he shouldered an extraordinary financial burden to ensure E's best interests by maintaining a consistent presence in her life. He says MW told him costs associated with exercising parenting time were "his problem." AL argues a retroactive award would punish him for being an involved parent.

[123] AL argues he should not be responsible for contributing to the s. 7 childcare costs claimed by MW because MW incurred these costs unilaterally, without consultation with him, and has not provided receipts to document her claim.

[124] AL argues MW's child support claim was made primarily in response to his bid for shared parenting and she did not seriously pursue child support until October 2025. AL says MW's undue delay in this regard now limits her claim for child support. AL says he has been paying support pursuant to an Interim Order since August 2025 and paid what he could, voluntarily, before then.

#### *Legislation and Case Law*

[125] Section 9 of the *Act*, supra, authorizes me to order support for a dependent child. The Nova Scotia *Provincial Child Support Guidelines (the Guidelines)* provide direction on the determination of child support. The *Guidelines* provide discretion to depart from the table amount only in specific circumstances: shared custody (s. 9), adult children (s. 3(2)), income over \$150,000 (s. 4), standing in the place of a parent (s. 5) and undue hardship (s. 10).

[126] Section 10 of the *Act* permits the Court discretion to award an amount that is different from the amount that would be determined in accordance with the *Guidelines*, if the court is satisfied that (1) special provisions in an order, judgement or written agreement respecting the financial obligations of the spouses, or the division or transfer of their property, directly or indirectly benefit a child, or special provisions have otherwise been made for the benefit of a child and (2) the application of the *Guidelines* would result in an amount of child support that is unequitable given those special provisions.

[127] An award of retroactive child support is discretionary. The Supreme Court of Canada in *S. (D.B.) v. G. (S.R.)*, 2006 SCC 37 (*DBS*), considered in *Michel v. Graydon*, 2020 SCC 24, sets out factors to consider when assessing whether to award child support retroactively, including: the reasonableness for delay in seeking support by the recipient; the presence or absence of blameworthy conduct by the payor; the circumstances of the child, past and present, giving consideration to the child's standard of living; and any hardship to the payor occasioned by a retroactive award.

[128] The word "hardship" used in the context of a retroactive child support claim does not have the strict meaning provided by s. 10 of the *Guidelines*. Hardship factors are less significant if the payor engaged in blameworthy conduct. The payment of a retroactive award is not an exceptional remedy. A support award should be payable from the date the recipient gave effective notice to the payor (*DBS, supra; Colluci, supra*).

[129] Section 7 of the *Guidelines* gives me discretion to direct a parent to cover all or a portion of childcare costs, if the expense is necessary in relation to E's best interests, reasonable in relation to the parent's means and it bears some relation to the family's pre-separation spending pattern, where the parties cohabitated after the birth of the child (s. 7(1)(a)). The guiding principle is special expenses will be shared proportionately (s. 7(2)). I have considered the principles related to s. 7 outlined in *MacDonald v. Pink*, 2011 NSSC 421 (Forgeron, J.). The s. 7 analysis is fact specific and must be determined on a case-by-case basis.

### *Findings and Decision*

#### *Retroactive Support v. Prospective Support*

[130] The arguments put forth by the parties address retroactive child support as the period before April 1, 2026. I find the claim for retroactive support in this case applies only to the period from September 2021 (when the parties separated) to August 2022 (when MW provided formal notice of her claim for child support in her Response to Application). Child support claimed after August 2022 is prospective child support yet to be determined. This is important because the *DBS* analysis, and the discretion afforded with that retroactive support analysis, applies only to period from September 1, 2021, to August 1, 2022 (12 months).

#### *Determination of Income*

[131] AL has regular employment income. He pays union dues and he earns rental business income. MW also has regular employment income. She pays unions dues and earns business income as a social worker. The parties agree and I accept their 2025 income should be assessed as follows:

- AL - Employment Income of \$120,313 minus union dues of \$2,019 plus net rental business income of \$20,376 = **\$138,670**
- MW - Employment Income of \$84,191 minus union dues of \$1,502 plus investment income of \$193 minus a net social work business income loss of \$1,897 = **\$80,985.**

[132] The parties agree and I accept their past income is as follows:

MW - Past Income						
Year	Employment	Union Dues	EI	Self-Employment Income	Invest Income	Total
2021	\$46,101.01	\$437.37	\$20,230	(\$178.55)	\$137.88	\$65,852.97
2022	\$51,326.81	\$772.46	\$11,900	(\$405.10)	\$155.58	\$62,204.83
2023	\$88,762.03	\$1,254.45	\$4,068	(\$806.05)	\$172.13	\$90,941.66
2024	\$86,029.18	\$1,318.25	\$2,081	\$5,078.86	\$180.03	\$92,050.82
2025	\$82,690.54	\$1,501.69	-	(\$1,896.92)	\$193.43	\$79,485.36
AL - Past Income						
Year	Employment	Union Dues	EI	Rental	Invest	Total

				Income	Income	
2021	\$108,520.67	\$1,452.72	\$4,760	\$6,538.74	-	\$118,366.69
2022	\$156,995.95	\$1,843.83	-	\$8,985.25	-	\$164,137.37
2023	\$109,941.77	\$1,865.04	-	\$16,303.11	-	\$124,379.84
2024	\$121,481.94	\$1,929.04	-	\$18,524.76	\$516.29	\$138,593.95
2025	\$120,312.92	\$2,018.64	-	\$20,376.23	-	\$138,670.51

*Child Support – April 1, 2026, Onward*

[133] The parties agree, and I accept, prospective child support should be determined by a set-off in the case of shared parenting. Going forward, child support is set at \$475 per month (\$1,161 - \$686), payable by AL to MW effective April 1, 2026. The parties also agree, and I accept, that prospective s. 7 expenses should be shared proportionately. Going forward, AL will be responsible for 63% of s.7 expenses and MW will be responsible for 37% of those expenses. All special or extraordinary expenses shared proportionally between the parties must be agreed upon in advance.

*Child Support Prior to April 1, 2026*

*Evidence*

[134] AL bears the burden of proving any claim he is advancing in relation high costs associated with exercising parenting time. MW bears the burden to proving her s. 7 claim. Neither party provided documentation (receipts) to substantiate their claims. I am prepared to rely on the affidavit evidence of both parties in relation to their respective claims, without substantiating documentation, given the absence of any serious challenge to the validity of these claims through cross-examination.

*Findings*

*Prospective Child Support Yet to be Determined*

[135] The Statement of Undue Hardship sworn by AL contained the following statement:

I understand that my claim of undue hardship must be denied by the court if my household standard of living is higher than the household standard of living of the other party, and my calculations of the comparison of household standard of living in accordance with Schedule II of the Guidelines will be filed in accordance with the rules of the court upon receipt of the other party's financial information.

[136] Even absent the above noted acknowledgment, AL's undue hardship claim filed pursuant to s. 10 of the *Guidelines* arising from unusually high costs to exercise parenting time must fail because AL did not provide evidence that his household standard of living was less than that of MW.

[137] AL's argument that s. 9(b) of the *Guidelines* is applicable must also fail. Section 9(b) of the *Guidelines* authorizes me to consider the increased costs of shared parenting arrangements. I reject AL's argument that the application of s. 9(b) would be consistent with the "spirit of the *Guidelines*" because his parenting time is "just short of a shared parenting arrangement." The parenting arrangement that has been in place does not meet the definition set out in s. 9 of the *Guidelines* and s. 9(b), therefore, does not apply to this analysis.

[138] Counsel for AL cites *Manual v. Crawley*, 2024 NSSC 262 as authority to direct a parent to share in the cost of transporting a child for parenting time. *Manual v. Crawley supra*, may be distinguished from this case, however, because it is a relocation case and s. 18H(4)(h) of the *Act* specifically authorizes the Court to take into consideration any additional expenses that may be incurred by the parties due to relocation. Section 18(H)(4)(h) of the *Act* is not applicable in this case.

[139] Section 10 of the *Act* gives me discretion to respect a private agreement that sets out reasonable alternate child support arrangements that align with a child's best interests. AL did not explicitly cite s. 10 of the *Act* in his arguments but I have considered it, nevertheless. For s. 10 of the *Act* to apply, I must find two things: (1) an agreement on special provisions for support existed between the parties and (2) the application of the *Guidelines* to determine child support would be inequitable. I find there was no agreement between the parties that parenting time costs incurred by AL would amount to a "special provision" for child support. It is clear from AL's evidence that MW specifically rejected any such suggestion. Section 10 of the *Act* is not applicable.

[140] AL's delay arguments after August 2022 must fail. The issue of delay pertains only to the retroactive period. AL is precluded from arguing undue delay after August 2022, when MW filed a Response seeking child support, including a contribution towards s. 7 costs. There is no onus upon MW to have filed an interim motion to secure her claim for child support as suggested by AL. Even if it were open for AL to argue undue delay, that argument would fail. Clearly child support was a live issue in AL's mind: he filed a Statement of Undue Hardship in October 2022 in response to MW's child support claim.

[141] Having found no authority to exercise discretion to order an amount other than the table amount of child support set out in the *Guidelines*, I find AL owes MW \$31,536 in child support, from September 1, 2022, to March 1, 2026, calculated as follows:

Year	Monthly Child Support	Total Months	Total Year	Total Paid	Total Owning
2022	\$1,346	4	\$5,384	\$1,166	\$4,218
2023	\$1,044	12	\$12,528	\$3,300*	\$9,228
2024	\$1,156	12	\$13,872	\$3,000	\$10,872
2025	\$1,161	12	\$13,932	\$6,684	\$7,248
2026	\$1,161	3	\$3,483	\$3,513	\$30 credit
<b>Total</b>					<b>\$31,536</b>

*\*Note: Total paid adjusted to a monthly average*

*Retroactive Child Support (September 2021 – August 2022)*

[142] I find MW's retroactive child support claim for this period is:

Year	Monthly Child Support	Total Months	Total Year	Total Paid	Total Owing
2021	\$997	4	\$3,988	\$3,600	\$388
2022	\$1,346	8	\$10,768	\$2,333*	\$8,435

*\*Note: Total paid adjusted to a monthly average*

[143] I find hotel and gas costs claimed by AL in 2021 were reasonably incurred, in E's best interest, to exercise parenting time. I find hotel and gas costs claimed by AL in 2022 were also reasonably incurred, in E's best interest, to exercise parenting time, but I have adjusted those costs to account for the scope of the retroactive analysis (8 months in 2022). Adjusted costs are: \$8,375 in gas and \$1,021 in hotels amounting to \$9,396. Given the costs of gas and hotels alone exceed MW's claim for 2022, I need not consider what portion, if any, of the costs associated with AL maintaining a second home in Cape Breton should be taken into consideration.

[144] I have considered the **DBS** factors, the amount of child support claimed, some of the access costs incurred and the financial circumstances of both parties. The issue of delay does not factor heavily into my analysis; nor does the issue of blameworthy conduct. I am required to take into consideration E's circumstances. I am satisfied it was in E's best interest to have frequent and consistent parenting time with her father. I find ordering AL to pay retroactive child support from September 2021 to August 2022 would generate a hardship for him considering the costs he incurred to exercising parenting with E during this time. I decline to award retroactive table child support for the period of September 2021 to August 2022.

[145] I have insufficient detail about AL's land holdings to draw any conclusion about whether a lump sum payment of the child support owing is feasible. Given what is known about the parties' respective financial situations, I find a periodic payment of the child support to be reasonable in the circumstances. MW suggested \$350 per month as an appropriate periodic payment of child support found to be

owing. I agree. In addition to \$475 per month, AL will pay MW \$350 per month until the sum of \$31,536 is paid in full.

### *Section 7 Claim*

[146] It is not clear what portion of the \$6,554 claimed by MW for s. 7 childcare costs is retroactive versus prospective. The lack of precision is not fatal. An award under s. 7 is discretionary, at any rate, regardless of whether the claim is retroactive or prospective. The factors outlined in DBS, supra, may also be relevant when deciding whether to grant a retroactive order for a parent to contribute towards a s. 7 expense: *Fedortchouk v. Boubnov*, 2018 NSSC 66.

[147] I decline to direct AL to contribute any sum toward the s. 7 childcare costs claimed by MW prior to April 1, 2026. I am satisfied all childcare costs incurred prior to April 1, 2026, were necessary to meet E's needs and best interests. In relation to the portion of those s. 7 costs that fall within the retroactive timeframe, I find (1) MW did not delay in advancing her claim and (2) AL did not engage in blameworthy conduct. AL properly disclosed financial information, made voluntary payments and contributed to E's best interests by incurring costs to ensure parenting time. However, I find the s. 7 claim for childcare costs prior to April 1, 2026, is not reasonable given AL's unusually high costs associated with exercising parenting time. In assessing whether any of the s. 7 claim is reasonable given the parties means, I have:

- discounted entirely any cost associated with AL maintaining a second home in Cape Breton;
- considered only gas costs claimed by AL in exercising parenting time in 2023 – 2024 (2021-2022 gas and hotel costs having been already taken into consideration); and
- contemplated the overall financial situation of both parties.

### *Child Support Summary*

[148] AL will pay child support to MW in the amount of \$475 per month starting April 1, 2026. Also, AL will pay child support owed to MW in the amount \$350 per month, starting April 1, 2026, until the sum of \$31,536 is paid in full. AL will be responsible for 63% of prospective s.7 expenses and MW will be responsible for

37% of those expenses. All special or extraordinary expenses shared proportionally between the parties must be agreed upon in advance. Standard clauses regarding ongoing disclosure and enrolment in the Maintenance Enforcement Program will be included in the final order.

## **Conclusion**

[149] I ask counsel for AL to please prepare an Order that reflects this decision. If the parties cannot agree on costs, they must file written submissions on that issue before June 1, 2026.

Marche, J.

## **Appendix A - AL's Parenting Plan**

### **DECISION-MAKING**

Joint decision-making: Each of the parties shall meaningfully consult with the other on all major developmental decisions respecting E related to health, education, religion, extracurricular activities, and general well-being.

In the event that the parties are unable to reach agreement on a major decision, they shall seek the assistance of a third-party professional who provides care to E and to follow the advice of the professional.

Day-to-Day decisions: Decisions related to the daily care of E shall be made by the party caring for E at the relevant time.

Emergency decision-making: Each party shall have the independent power to solely authorize emergency medical care for E, and each party shall notify the other party of the emergency as soon as it is practical to do so considering the nature of the emergency.

Scheduling activities: Unless the other party agrees, neither party will schedule activities for E during the other's time with E. Neither party shall unreasonably withhold their consent to the scheduling of an activity. If the parties agree to an activity, both parties shall be responsible to ensure E is transported to that activity, during their respective parenting time.

Attendance at events and appointments: Both parties shall be entitled to attend any functions and meetings relating to E that parties are normally entitled to

attend, such as school-related events, medical and dental appointments, recreational activities, concerts, and the like.

### **COMMUNICATION**

Communication between parties: The parties shall only communicate in writing via the Our Family Wizard application unless there is an emergency. In case of emergency only, the parties may communicate via telephone.

At all times, communication between the parties shall be brief, respectful and child focused. Messages on topics requiring consultation (i.e. medical decisions, appointment scheduling, etc.) shall be responded to within 48 hours of receipt.

Neither party shall speak negatively about the other parent to E.

The parties shall inform one another of any changes in his or her home address, home phone number, work address, work phone number, or any other means of contact such as fax numbers or e-mail addresses.

Communication between the parties and E; The parties may on reasonable notice, facilitate communication between E and the other parent while she is in their care - whether by phone, FaceTime, tablet, or similar means - having proper regard for E's routine, schedule, and any ongoing activities or events.

### **ACCESS TO INFORMATION**

Each party shall be entitled to make inquiries and receive information from third-party care providers for E. Such third-party care providers shall include E's daycare, school, health professionals (i.e., doctor, dentist), religious providers, extracurricular leaders and coaches and any other party in a caregiving or leadership role with E.

Each party shall be entitled to receive information relating to E, such as school report cards, medical reports, information regarding their recreational activities and the like.

### **TRAVEL**

Travel Within Nova Scotia: Both parties may travel within Nova Scotia without the prior written consent of the other party as long as it does not infringe on the other party's parenting time. Notice of travel shall be provided to the other parent as soon as is practical, given the circumstances.

Domestic travel outside of the Nova Scotia: Both parties may travel domestically with E outside of Nova Scotia so long as it does not interfere with the other party's scheduled parenting time. A party wishing to travel

domestically with E outside of Nova Scotia shall not need to obtain the written consent of the other party.

The party intending to travel with E outside of Nova Scotia shall provide an itinerary to the other party a minimum of 14 days prior to the intended travel. The itinerary shall contain the following information: dates of travel, address during travel, contact information.

International travel: Each party shall provide the other a minimum of 30 days' notice of any proposal to travel internationally with E along with a proposed itinerary of travel. Consent to travel shall not be unreasonably withheld by either party if the proposed travel is in E's best interests.

Both parties shall cooperate in signing any documentation required to facilitate E's international travel (i.e., travel consent letters) and both parties shall provide access to E's passports to facilitate such travel a minimum of 7 days in advance of the proposed travel.

Both parties shall cooperate in getting passports for E and ensuring that the passports are kept valid and up to date. The passports shall be in the primary care of the last party to travel until such time as they may be required by the other party for travel purposes.

## **REGULAR PARENTING SCHEDULE**

The parties shall have shared parenting of E according to following schedule on an 8-day rotational basis:

Days 1-4: E shall spend the first four days and overnights of the parenting rotation in the care of MW.

Parenting exchanges shall occur on days 1 and 5 of the parenting rotation.

If one parent must miss parenting time due to work commitments or inclement weather, the parties shall cooperate and make best efforts to facilitate makeup parenting time for that parent.

60 days' notice shall be provided whenever possible if parenting time will be missed for work commitments.

## **PARENTING EXCHANGES**

When days 1 or 5 of the parenting rotation fall on a school day, parenting exchanges shall occur at E's school.

The parent concluding their parenting time shall drop E off at school in the morning.

The parent beginning their parenting time shall pick E up from school at the end of the school day.

The parent whose parenting time begins on Day 1 or Day 5 of the rotation shall be E's designated contact and is responsible for her throughout the school day following the other parent's morning drop-off.

On weekends and on any day when E does not attend school for any reason, the parenting exchange shall occur at 9:00 a.m. at the Sydney Walmart parking lot on Spar Road.

The parties may agree to adjust the parenting exchange time as necessary to account for inclement weather. The parties shall make best efforts to communicate and plan in advance, should any adjustments be needed.

All parenting exchanges shall be brief and child-focused. The parents will keep interactions calm and businesslike and will avoid conflict or adult issues during exchanges. Each parent will support a smooth transition for E.

#### **HOLIDAY PARENTING SCHEDULE**

The regular parenting schedule shall be suspended for the following holidays and replaced with the following holiday parenting schedule unless otherwise agreed between the parties in writing.

E's Birthday: the regular parenting schedule shall apply. The parent who does not have E in their care under the regular parenting schedule shall have a phone call with E to be arranged between the parties.

Mother's Day and Father's Day: Mother's Day and Father's Day shall be defined as Sunday at 9:00 a.m. until Monday at the beginning of E's school day. E shall be in the care of MW on Mother's Day and the care of AL on Father's Day.

Christmas: Christmas shall be defined as the approximately two-week period between pick-up on E's last day of school before the Christmas break and drop off at school on the first day of school following Christmas break.

In even years, E shall be in the care of MW from school pick-up on the last day of school until December 26th at noon. E shall then be in the care of AL from December 26th at noon until drop off at school on the first day following the Christmas break. In odd years, the inverse shall occur.

Thanksgiving: Thanksgiving shall be defined as Friday at the end of E's school day until Tuesday morning at school drop-off. E shall be in the care of AL for Thanksgiving in even years, and in the care of MW in odd years.

Easter: Easter shall be defined as Thursday at the end of E's school day until Tuesday morning at school drop off. E shall be in the care of MW for Easter in even years, and in the care of AL for odd years.

Halloween: when October 31 falls on a school day for E, Halloween shall be defined as the end of E's school day until the morning of November 1 at school drop off. When October 31 falls on a weekend, Halloween shall be defined as October 31 at 9:00 a.m. until November 1 at 9:00 a.m. E shall be in the care of AL for Halloween in even years, and in the care of MW for odd years.

Heritage Day (February): Heritage Day shall be defined as Friday at the end of E's school day until Tuesday morning at school drop-off. E shall be in the care of MW for Heritage Day in even years, and in the care of AL for odd years.

March Break: March break shall be defined as the entire break, from Friday at school pick-up on the last day of school before the break until the following Monday morning at school drop off at the end of the break. E shall be in the care of AL for march break in even years, and in the care of MW in odd years.

Victoria Day: Victoria Day shall be defined as Friday at the end of E's school day until Tuesday morning at school drop-off. E shall be in the care of MW for Victoria Day in even years, and in the care of AL for odd years.

Canada Day: If Canada Day falls on a Friday, Saturday, Sunday or Monday, creating a long weekend, Canada Day shall be defined as the entire long weekend from Saturday at 9:00 a.m. until Tuesday at 9:00 a.m. If Canada day falls on a Tuesday, Wednesday, or Thursday, then it shall be defined as June 30 at 9:00 a.m. until July 2 at 9:00 a.m. E shall be in the care of AL for Canada Day in even years, and in the care of MW for odd years.

Truth and Reconciliation Day: If Truth and Reconciliation Day falls on a Friday, Saturday, Sunday or Monday, creating a long weekend, Truth and Reconciliation Day shall be defined as entire weekend from school pick-up on the last day of E's school until drop off at school following the long weekend. If Truth and Reconciliation Day falls on a Tuesday, Wednesday or Thursday, then it shall be the period from September 29 at the end of E's school day until October 1 at school drop-off. E shall be in the care of MW for Truth and Reconciliation Day in even years, and in the care of AL for odd years.

Civic Holiday (August): The civic holiday weekend shall be defined as Saturday at 9:00 a.m. until Tuesday morning at 9:00 a.m. E shall be in the care of MW for the civic holiday weekend in even years, and in the care of AL for odd years.

Labour Day: Labour day weekend shall be defined as Saturday at 9:00 a.m. until school drop off at E's first day of school. E shall be in the care of AL for Labour Day weekend in even years, and in the care of MW for odd years.

Remembrance Day: If Remembrance Day falls on a Friday, Saturday, Sunday or Monday, creating a long weekend, Remembrance Day shall be defined as the entire long weekend from school pick-up on the last day of E's school until drop off at school following the long weekend. If Remembrance Day falls on a Tuesday, Wednesday or Thursday, then it shall be defined as November 10 at the end of E's school day until November 12 at school drop off. E shall be in the care of MW for Remembrance Day in even years, and in the care of AL for odd years.

Vacation Blocks: Both parties shall be entitled to 3 7-day blocks of vacation parenting time, which may be taken at any point over the entire year on the following terms:

Both parties chosen blocks must leave 2 days of parenting time with E on both ends of a vacation block for time with other parent.

Both parties shall select their vacation blocks by April 1 each year.

Neither party's blocks shall occur during the other party's holiday parenting time.

A party's selected vacation blocks shall not run adjacent to their parenting time under the regular or holiday schedule such that E is away from the other parent for more than 8 days.

In even years, AL shall have first choice of vacation blocks, and in odd years, MW shall have first choice of vacation blocks.

## **Appendix B - MW's Parenting Plan**

### **Parenting Time**

The parties have the following child:

Name of Child

Date of Birth

E

May \*, 2021

The parties will share parenting time, such that E resides primarily with MW and has regular parenting time with AL as follows:

Every second Friday from school pick up Friday afternoon until school drop off Monday morning. AL's weekend will correspond with the Friday that MW is working, such that E will be with MW every other weekend, when MW has Friday off.

If school is scheduled to not take place (such as for teacher continuing education, grading and classifying, or single day holiday, not otherwise described herein), on a Friday and/or Monday that would ordinarily be AL's weekend, then AL's parenting time will be adjusted as follows:

If there is no school on Friday, AL's parenting time will begin at school pick up Thursday afternoon.

If there is no school on Monday, AL's parenting time will end at school drop off Tuesday morning.

If E attends a day camp during the summer, the regular school day drop off and pick up times will apply and exchanges will occur at the day camp. If she is not attending a day camp, then exchanges will happen at the Sydney Walmart parking lot at 2:00 p.m. on Fridays and 8:00 a.m. on Mondays.

AL may have any other reasonable parenting time as agreed between the parties.

All parenting exchanges will occur at school drop off and pick up. If there is an unexpected school cancellation, or if E does not attend for any reason, then parenting exchanges will occur at the Sydney Walmart parking lot at 2:00 p.m. on Fridays and 8:00 a.m. on Mondays.

Both parents will have virtual access with E on non-parenting days via E's iPad, such that AL may contact E via facetime every second day while she is with MW, beginning with Day 1. MW may contact E every Friday and Sunday while she is with AL, or every second day, during holiday and summer block periods of parenting time, beginning with Day 1. Facetime calls are subject to the following:

The parent without parenting time will be responsible to initiate the call.

The call will happen at 7:00 p.m., unless otherwise agreed between the parties.

The parent with parenting time will be responsible to ensure that E is in attendance with her iPad and prepared to receive the call.

MW will be responsible to provide E with her iPad to facilitate the virtual parenting time.

The iPad will travel with E between homes for parenting time.

E may choose to call either parent, at any other time she chooses, in addition to the scheduled facetime call.

The following parameter's will govern communication with E via her iPad:

Neither parent will restrict her from using her iPad to communicate with either parent during permissible hours.

Neither parent is to contact E to inquire about the other parent's interaction or decisions.

Neither parent will use the iPad in a way that results in E having to deliver messages to the other parent.

Both parties will communicate their screen time rules with each other so that they both know when the iPad will be turned off.

The parties may agree to vary the above parenting schedule, in writing, at any time.

The parties will cooperate to exchange parenting time to accommodate any reasonable work or other commitments, as each party's schedule allows, upon reasonable notice to the other party.

Both parents will ensure that E attends any scheduled extracurricular activities and appointments that occur during their parenting time.

Neither party will use any form of physical or corporal punishment when parenting E.

Both parents are entitled to attend any school or extracurricular events or activities that E is involved in or attending, but the parties will not interact or engage with each other in any way and to the best of their ability, will not stand or sit next to each other at any time, unless otherwise agreed between the parties. The parties will consult with each other to take turns attending events, when possible.

E must attend school, unless the parent with parenting time determines she is unable to attend due to illness, injury, or other reasonable reason. If E does not attend school, the party with parenting time must report the reason for the absence in the comments section of the School Messenger App, from which both parents receive a notification alert. This will be deemed as notice to the other party.

E will continue to attend Riverside Elementary for the duration of Elementary School, with a decision being made when she begins Grade 5 if she will enroll in French immersion.

If school is unexpectedly closed or E does not attend school for any reason, such as illness or injury, the parent who had care of E in the morning will be responsible for her throughout the day, ending at 2:00 p.m. if that was the last day of their parenting time, unless the parties agree otherwise. The parenting exchange would then take place at Sydney Walmart.

If E is ill, such as a cold, flu, or virus, the parties will communicate E's condition with each other immediately. The party with parenting time, must take her temperature and administer any necessary medication, as needed.

If either parent is unable to care for E during their scheduled parenting time, they will be responsible to make their own childcare arrangements.

Regardless of the regular schedule, the parties will share special occasions and holidays as follows:

### **Birthdays**

Parents birthdays - The parties will follow the regular schedule for their birthdays.

E's Birthday – The parties will share E's birthday, such that E will spend her birthday with MW in odd-numbered years and AL in even-numbered years, such that the party with parenting time picks her up from school on May 23rd, or 4:00 p.m. if there is no school, and has parenting time until May 25th at school drop off or 8:00 a.m. if there is no school. Each party may organize a birthday party with their family during their regular parenting time or during her birthday if it is their year to have her that day. The party without parenting time on E's birthday may call her via facetime at a time to be arranged between the parties, at least 24 hours in advance.

### **Mother's Day and Father's Day**

Father's Day will be spent with AL and Mother's Day will be spent with MW, unless otherwise agreed upon by the parties. Each party will have E in their care from the Saturday before Mother's Day/Father's Day at 4: 00.p.m. until school drop off on Monday, such that E wakes up and spends the day in the appropriate parent's house, subject to each party's availability.

### **Christmas Holidays**

The Christmas Holiday Period is defined as the first day without school, whether that be a weekend day or weekday, until the last day without school, whether that be a weekend day or weekday. The regular parenting schedule will pause during this time. The parties will divide the time such that AL always has 5 consecutive overnights/6 days of parenting time, which will commence at 8:00 a.m. on Day 1 and conclude at 2:00 p.m. on Day 6. AL may choose his days each year but must do so in a way that ensures in even-numbered years, E is with MW for Christmas Eve and Christmas Morning and in odd-numbered years, E is with AL for Christmas Eve and Christmas Morning. E will spend the remaining holiday days with MW. AL must choose his Christmas holiday days no later than December 1st each year. AL's days must be consecutive and must not be combined with regular parenting time before or after the Christmas period, such that he would have more than 5 consecutive nights/6 days. If he wishes to combine his Christmas time with regular parenting time that is scheduled to occur either before or after the Christmas period, then those days will be considered part of his 5 consecutive nights/6 days.

### **March Break**

The parties will divide March break equally such that MW has E from Friday at school pick up until Wednesday at 12:00 p.m., at which point E will have parenting time with AL until school drop off the following Monday morning.

### **Thanksgiving**

E will spend Thanksgiving with whichever parent would normally have her, per the regular parenting schedule.

### **Easter Weekend**

Easter weekend will be shared such that E will always spend the first half of the weekend with AL from Thursday at school pick up until Saturday at 4:00 p.m. She will then spend the remainder of the weekend with MW until

Tuesday at school drop off. This schedule is designed to facilitate E's attendance at the Community Easter Egg Hunt held on Monday morning at MW's home.

### **Halloween**

The parties will follow the regular parenting schedule for October 31st, such that whichever parent would ordinarily have parenting time with E will take her trick or treating.

### **Heritage Day (Third Monday in February)**

E will spend every Heritage Day with AL from 4:00 p.m. the afternoon before until school drop off the next day, or 8:00 a.m. if there is no school, such that E will wake up and go to sleep in AL's house on Heritage Day.

### **Truth and Reconciliation Day (September 30th)**

E will spend every Truth and Reconciliation Day with MW from school pick up on September 29th or 4:00 p.m., if there is no school, until school drop off the next morning or 8:00 a.m. if there is no school, such that E will wake up and go to sleep in MW's house on Truth and Reconciliation Day.

### **Special Events**

The parties will cooperate to vary the schedule to allow E to participate in family and special events, including, but not limited to showers, weddings, funerals, reunions, special family/friend trips that are unlikely to occur again, etc. that may take place during the other party's parenting time. No reasonable request will be refused.

### **Summer**

Summer is defined as the period in which school is closed for the summer. It begins the day after grading day and ends the last day before school recommences. The parties will continue to follow the regular schedule in the summer, but may each have two non-consecutive, 5 days blocks of uninterrupted parenting time to accommodate summer vacations. The parties must advise each other no later than May 1st of each year if they wish to utilize their summer block parenting time and what week(s) they wish to utilize. If the parties wish to have E for the same block week, MW will have the first option in odd-numbered years, and AL will have the first option in even-numbered years. MW must schedule her block vacation time in a manner, which does not encroach on more than one of AL's regular parenting weekends. AL may choose any summer block time but cannot

combine his regular time with a 5-day block. His total time may not exceed 5 days in a row.

Summer block parenting time is optional and is intended to allow each parent uninterrupted time with E during her summer vacation from school and to allow an opportunity for time with extended family, travel, and other opportunities that may arise during the school summer break.

School/statutory/civic holidays including, but not limited to, Canada Day, Remembrance Day, Victoria Day (unless it falls on E's birthday), Labour Day, Natal Day, and school in-service/grading and classifying days, will be spent with whichever parent would normally have E in their care as of that morning, subject to clause 2b above, if any of those days fall on a Friday or Monday, when E is in school or at a day camp. If that parent is unavailable to care for E, he or she will make their own childcare arrangements.

### **Programming and Courses**

AL will enroll in and complete the "Strongest Families" program offered through the IWK and provide proof of completion to MW within 1 year of issuance of this order.

Both parties will participate in and complete the co-operative co-parenting program offered through Family Service Nova Scotia and will provide each other with proof of completion within 1 year of issuance of this order.

### **Travel**

Each party is entitled to take E on vacation or travel during their scheduled parenting time, holiday time, march break, and summer block access time, including travel within and outside the province of Nova Scotia and international travel. They must notify the other party in advance, per paragraph 23 below.

Both parties will sign any and all travel consent documents as required for the other party to travel with E.

The vacationing party will provide full particulars of the trip including mode of travel, time of departure, itinerary, companions on the trip, address of residence while away from home, contact information during the trip, and any other relevant information.

The parties will advise each other of intended trips as soon as they begin planning and have agreed to the following minimum notice periods:

For overnight travel within Nova Scotia, but outside of Cape Breton Island, the parties will advise each other at least 24 hours in advance of the trip.

For travel outside of Nova Scotia, the parties will advise each other at least two weeks in advance of the trip.

For travel outside of Canada, the parties will advise each other at least one month in advance of the trip.

The parties will cooperate and sign any documents needed to obtain and renew travel documentation, such as a passport for E.

If an urgent need to travel or unanticipated opportunity arises, such that the minimum notice periods above are not possible or reasonable, the parties will advise each other of the need to travel as soon as they become aware of same, but before commencing such travel. The parties will make every reasonable effort to accommodate E's attendance on the urgent or unexpected trip, so long as it is in her best interest to travel.

### **Decision-making, Contact, and Communication**

There will be no direct communication or contact between the parties at any time, except for communication pertaining to parenting E, which will occur exclusively via the Our Family Wizard App, except in the case of an emergency, in which case, the parties may text or call, as appropriate and necessary.

Each party will be responsible to pay for and maintain an active Subscription to Our Family Wizard.

All communication between the parties will be child-focused, business-like, and respectful towards each other.

Both parties will share all communication from school, extracurricular activities, physicians, dentists, and other important information with the other parent without delay and within 24 hours of receiving the information.

Both parties will be responsible to ensure that schools and other organizations that E frequents, have their contact information.

Both parties will check Our Family Wizard daily for messages and will respond to any messages with questions within 24 hours. If a party will be unable to check messages, due to travel, service disruption, etc., they will advise the other party as soon as they become aware of the situation.

The parties will complete journal entries in Our Family Wizard at the end of their parenting time, which will be shared with the other party. These journal entries are intended to provide each other with a brief summary of E's time with each parent. Journal entries must be entered no later than 11:30 p.m. on the last full day of parenting time, unless otherwise agreed between the parties.

Both parties will be listed as an emergency contact for healthcare, school, and extra-curricular activities.

If either party moves to a new residence, they are to provide a new address to the other party prior to the move.

Both parties have the right to obtain information and documentation concerning E from any third-party individuals or institutions having such information and documentation without requiring the written authorization of the other parent.

The parties will endeavor to make all major decisions together, preferring E's best interests over all other considerations. If, after meaningful discussion, they are unable to reach an agreement, MW will have final decision-making authority. If AL does not engage in discussion with MW within 1 week of her bringing an issue to his attention, then she may make the decision without his input, as though the parties had tried and failed to reach an agreement.

Day-to-day decisions will be made by the parent with whom E is residing at the time.

The parties will advise each other if E will be spending the night somewhere other than either party's home.

In the case of a medical emergency, the parent with E will make all necessary decisions on their own until the other parent can be reached. They will notify the other parent as soon as it is reasonable to do so, without delay.

Both parties will encourage a healthy relationship between E and the other parent. Neither will speak of the other parent in a demeaning or disparaging manner or allow a third party to do so within E's hearing range.

MW will be responsible for arranging all appointments and activities for E pertaining to, but not limited to school, extracurricular activities, dentists, physicians, or other medical appointments. If AL wishes to take E to any of the arranged appointments, he may contact the provider and reschedule the

appointment during his parenting time, after advising MW of his intent to do so.

Both parties will put all of E's appointments and activities in the calendar on Our Family Wizard, which will be deemed notice to the other party.

Unless otherwise agreed in writing, the parties will not attend any appointment together.

The parties will not communicate any information through E.

Neither party will discuss any legal matters or other disagreements with E or within E's hearing range or allow a third party to discuss such legal matters or other disagreements between the parties with E or within her hearing range.

Both parties will keep their phones, computers, tablets, and any other electronic devices password protected so that E cannot read any messages between the parties.

Neither party will do anything to actively frustrate, deny, or control the relationship between E and the other parent.

Both parties will exert every effort to foster feelings of love and respect by E toward the other parent.

Neither party will relocate outside of the Cape Breton Regional Municipality with E without the prior written consent of the other party, or further order of this Court.