

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Olson v. Olson*,  
2020 BCSC 618

Date: 20200422  
Docket: E172203  
Registry: Vancouver

Between:

**Sylvia Magda Olson aka Sylvia Magda Zimmer aka Sylvia Magda Gruszczynski**

Claimant

And

**Darin Todd Olson**

Respondent

Before: The Honourable Madam Justice Gropper

## Reasons for Judgment

Counsel for the Claimant: F. Wu

The Respondent, appearing in person: D. Olson

Place and Date of Hearing: Vancouver, B.C.  
February 10, 2020

Place and Date of Judgment: Vancouver, B.C.  
April 22, 2020

**Introduction**

[1] The claimant, Sylvia Zimmer, applies to vary the minutes of settlement entered into by the parties on June 12, 2018 and filed in the Supreme Court on June 25, 2018. She seeks to vary the minutes by granting her sole custody and primary residence of the two children of the marriage, ages 12 and 10; to revise the *Federal Child Support Guidelines*, SOR 97-175 [Guidelines] income of the respondent, Darin Olson; and to vary the provisions regarding child support, s. 7 expenses and spousal support.

[2] Ms. Zimmer seeks an order that the respondent immediately enrol in the Family Maintenance Enforcement Program (FMEP) in British Columbia. She seeks an order under s. 24 of the *Family Maintenance Enforcement Act*, R.S.B.C. 1996, c. 127 that the respondent's employer attach and remit to the claimant: the amounts for the monthly child support amount payable on the 1<sup>st</sup> of every month; the lump-sum child support payable on the respondent's bonus; and the monthly spousal support amount payable on the 1<sup>st</sup> of every month.

[3] Ms. Zimmer seeks an order that she be entitled to claim the equivalent-to-spouse credit of the Canada Child Benefit in respect of both children.

[4] The claimant also asserts that the respondent is in breach of the minutes and has unpaid arrears in the amount of \$6505 for spousal support and \$15,141.85 for s. 7 expenses, which includes \$7352.90 in unpaid extracurricular expenses.

[5] Mr. Olson opposes the application.

**Background**

[6] The parties commenced cohabitation on April 2, 2005. They were married on November 29, 2005. They separated in late 2016. The claimant left the workforce to care for their children following the birth of their second child in 2009.

[7] As noted, the parties entered into minutes of settlement on June 12, 2018 that were filed in the Supreme Court on June 25, 2018.

[8] The parties both lived in Vancouver at the time. On that basis, they agreed to share equal parenting time.

[9] In June 2018, the respondent was unemployed. He had lost his position at FortisBC in September 2016. He earned \$156,903.58 between March 1, 2015 and September 30, 2016.

[10] Beginning in November 2015, the claimant began a year-long real estate licensing course. Having earned a real estate license in January 2017, the claimant now works as a realtor. Her earnings in 2019 were \$38,567.35.

[11] The provisions regarding child support and s. 7 expenses were premised on the respondent having a *Guidelines* income of \$150,000 and the claimant having a *Guidelines* income of \$30,000.

[12] The minutes provide:

- a) the respondent would pay to the claimant child support in the amount of \$1800 per month and spousal support in the amount of \$3300 a month, totaling \$5100 per month, due on the first day of each month;
- b) child support would be reviewable in June 2019, and in any review the respondent would have a minimum income of \$150,000 and the claimant would have a minimum income of \$30,000;
- c) the parties would share s. 7 expenses on a 70/30 basis with the respondent paying 70% and the claimant paying 30%. Section 7 expenses included: childcare for either party to work; health expenses not covered by insurance; mutually agreed expenses for primary or secondary school or other educational programs that met the children's needs, including tutoring; and mutually agreed expenses for the children's post secondary education, including tuition and books.
- d) the parties would share the following expenses equally: girl guides; piano lessons for the older child, up to \$1000 a year; cheer; dance; swimming

lessons; horseback riding of \$500 per year; and mutually agreed expenses for the children to attend summer camp.

[13] At the end of December 2018, Mr. Olson advised Ms. Zimmer that he was moving to Calgary, Alberta. He did not advise Ms. Zimmer of his anticipated income.

[14] In January 2019, the respondent took the position of Chief Financial Officer at PureWeb Inc. in Calgary. Between January 2019 and April 30, 2019, his base salary was \$215,000 per year with a potential bonus of up to 25% of his salary. Starting May 1, 2019 and continuing, his base salary is \$243,000 per annum with a potential bonus of up to 25% of his salary.

[15] The claimant asked the respondent to increase his child support payments beginning on January 3, 2019 and many more times since.

[16] In July 2019, counsel for the claimant advised the respondent's then counsel of her intention to bring this application.

[17] In August 2019, Mr. Olson's then counsel advised that Mr. Olson's base income at that time was \$243,000, with the possibility of a bonus up to a maximum of 25% of his salary.

[18] Mr. Olson provided his 2019 year-end paystub which indicated that he earned a total of \$230,728.42.

### **Positions of the Parties**

#### **Ms. Zimmer**

[19] The claimant says that the minutes of settlement should be varied to reflect the material change in circumstances that occurred in January 2019 when Mr. Olson moved to Calgary and became employed by PureWeb.

[20] Ms. Zimmer asserts that the change in circumstances must reflect the fact that the parties no longer share parenting; Ms. Zimmer now has sole custody of the

children and is the primary caregiver. The child support and spousal support provisions must be changed to reflect these changes in circumstances, retroactively.

[21] Mr. Olson began earning an income of \$215,000 that was then raised to \$243,000 in April 2019. Ms. Zimmer argues that the amounts set out for support must reflect those changes, retroactively and prospectively.

### **Mr. Olson**

[22] Mr. Olson refers to the minutes of settlement and says that they were entered into in good faith, following extensive negotiations between counsel. He asserts that the minutes constitute a binding contract between the parties that does not allow for variation, with the exception of a review of child support.

### **Variation of Support**

#### **Legal Framework**

[23] Section 17 of the *Divorce Act*, R.S.C. 1985, c. 3 (2nd Supp.) [*Divorce Act*] lists the requirements on an application to vary a support or custody order. The objectives of a variation of a spousal support order are set out in s. 17(7) and are the same as for the original spousal support order. Those objectives are to:

- a) recognize any economic advantages or disadvantages to the former spouses arising from the marriage or its breakdown;
- b) apportion between the former spouses any financial consequences arising from the care of any child of the marriage over and above any obligation for the support of any child of the marriage;
- c) relieve any economic hardship of the former spouses arising from the breakdown of the marriage; and
- d) in so far as practicable, promote the economic self-sufficiency of each former spouse within a reasonable period of time.

[24] The test to be applied on an application to vary child and spousal support, as set out in ss.17(4) and (4.1), is that there must have been a change in the condition, means, needs or other circumstances of the spouse or the child since the making of the order that is to be varied. Additionally, on an application to vary custody, s. 17(5) provides that a court must also consider only the best interests of the child.

[25] Section 14 of the *Guidelines* provides:

For the purposes of subsection 17(4) of the [Divorce] Act, any one of the following constitutes a change of circumstances that gives rise to the making of a variation order in respect of a child support order:

- (a) in the case where the amount of child support includes a determination made in accordance with the applicable table, any change in circumstances that would result in a different child support order or any provision thereof;
- (b) in the case where the amount of child support does not include a determination made in accordance with a table, any change in the condition, means, needs or other circumstances of either spouse or of any child who is entitled to support...

[26] Section 152(2)(a) of the *Family Law Act*, S.B.C. 2011, c. 25 [FLA] provides a variation of child support on a prospective and retroactive basis where a change in circumstances has occurred since the order respecting child support was made.

[27] Section 167(2) of the *FLA* provides for varying spousal support orders retroactively or prospectively where a change in the condition, means, needs or other circumstances of either spouse has occurred since the order respecting spousal support was made.

[28] The Supreme Court of Canada made it clear that a consent judgment may be set aside on the same grounds as an agreement giving rise to the judgment. In *Rick v. Brandsema*, 2009 SCC 10, the Court stated at para. 64:

"it is well established that a consent judgment may be set aside on the same grounds as the agreement giving rise to the judgment". This approach was explained ... as follows:

This rule reflects the reality that a consent judgment is not a judicial determination on the merits of a case but only an agreement elevated to an order on consent. The basis for the order is the parties' agreement, not a judge's determination of what is fair and reasonable in the circumstances.

[29] The definition of a "material change in circumstances" was set out in *Willick v. Willick*, [1994] 3 S.C.R. 670, at para. 21:

... the change must be a material change of circumstances. This means a change, such that, if known at the time, would likely have resulted in different terms. The corollary to this is that if the matter which is relied on as

constituting a change was known at the relevant time it cannot be relied on as the basis for variation.

[30] In *Aspe v. Aspe*, 2010 BCCA 508, the Court found that a change in the children's residence from that of the wife to that of the husband was a material change in circumstances, and varied spousal support as a result (paras. 22 and 29).

[31] A substantial increase in the income of the payor spouse is a material change in circumstances: *Morey v. Morey*, 2015 BCSC 2340. At para. 95, the court states:

I conclude that the applicant in the present case has made out a material change in circumstances. As much as the consent order and the incomes upon which it was based may have represented a compromise by the parties to secure certainty and finality, the actual circumstances contemplated by the parties were not limited to Mr. Morey's historical income.

[32] While the *Spousal Support Advisory Guidelines* (SSAG) should be approached with caution on a variation application because complicated issues such as remarriage or retirements may arise, where all of the same factors that were relevant in respect of spousal support when the minutes were entered into continue to apply with equal force, it is appropriate to apply them: *Boekhoff v. Boekhoff*, 2016 BCCA 33 at para. 77.

### **Analysis**

[33] It is clear that material changes in circumstances have occurred since the parties entered into the minutes of settlement. It is clear that despite Mr. Olson's being unemployed at the time, the parties contemplated that his annual income, were he to continue to reside in Vancouver, would be \$150,000. His obtaining employment with PureWeb in Calgary has resulted in a substantial increase of his income.

[34] I appreciate Mr. Olson's position that the minutes reflect a contract between the parties that he entered into in good faith. However, in family law matters involving children and their support and spousal support, the court must ensure that where there is a material change in circumstances, the original agreement remains fair. If not, a variation in what the parties may have agreed to at the time is justified.

[35] In this case, a variation to the spousal support order is consistent with the objectives of s. 17(7). The same factors that supported the original support order also apply here. During the marriage, Ms. Zimmer withdrew from the workforce to care for the children of the marriage and was substantially supported by Mr. Olson. While Ms. Zimmer has found work as a realtor, her income remains modest compared to Mr. Olson's.

[36] In accordance with s. 14 of the *Guidelines*, an increase in a payor spouse's income warrants a change in a child support order. In *D.B.S. v S.R.G.*, 2006 SCC 37, the Supreme Court of Canada explained the obligation of parents to increase child support payments with increases in income at para. 54:

In summary, then, parents have an obligation to support their children in a way that is commensurate with their income. This parental obligation, like the children's concomitant right to support, exists independently of any statute or court order. To the extent the federal regime has eschewed a purely need-based analysis, this free-standing obligation has come to imply that the total amount of child support owed will generally fluctuate based on the payor parent's income. Thus, under the federal scheme, a payor parent who does not increase his/her child support payments to correspond with his/her income will not have fulfilled his/her obligation to his/her children.

[37] I therefore find a variation in the spousal and child support order arising from the minutes is justified. Mr. Olson has an obligation to pay support to his former spouse and children in accordance with his income of \$215,000 per annum from January 1 to April 30, 2019, and of \$243, 000 per annum from May 1, 2019 onwards.

### **Variation of Custody**

[38] Section 17(5) of the *Divorce Act* governs variations to custody and access orders. To succeed, the applicant must first demonstrate a material change in circumstance. If a material change is demonstrated, the court must also find that a variation of the original order is in the best interests of the child.

[39] Under s. 17(5), a material change is one that "altered the child's needs or the ability of the parents to meet those needs in a fundamental way": *Gordon v Goertz*, [1996] 2 SCR 27 at para. 12.

[40] Mr. Olson's move to Calgary is a material change in circumstance for the purposes of s. 17(5). The parties clearly contemplated that Mr. Olson would continue to reside in Vancouver and based their agreement to shared parenting on that. Evidently, such a regime is impractical as a result of Mr. Olson's move.

[41] Given the distance between the parties, it is necessary for the children to have primary residence with one of their parents. The children's education and extracurricular activities are based in Vancouver. They have also resided with their mother since Mr. Olson's move. To maintain stability in the children's lives, the applicant should be granted primary residence.

[42] Ms. Zimmer also states that since moving to Calgary, Mr. Olson rarely responds to her communications regarding the children. While Mr. Olson has had three short visits with the children since moving, he has not otherwise contacted the children and checked in on how they are doing. Since Mr. Olson did not challenge Ms. Zimmer's evidence, I accept her characterization of his communication with her about the children and his involvement in their lives since moving to Calgary.

[43] Given the geographic distance, the communication difficulties between the parties and Mr. Olson's comparatively limited involvement in his children's lives, I find it is in their best interests for Ms. Zimmer to have sole custody and primary residence of the children.

[44] I have considered whether joint custody is a better option here, but for the reasons that I have provided, I have decided that sole custody is the more appropriate route. Mr. Olson has expressed that his move from Vancouver is temporary and he may move back. When and if that happens, he can apply for a change in the custody order.

[45] Accordingly, I order para. 2 of the minutes be varied to provide that commencing January 1, 2019, Ms. Zimmer has sole custody of the children of the marriage and primary residence.

[46] Neither of the parties addressed Mr. Olson's access or parenting time with the children in the event the variation application was successful. The parties shall agree to a new access regime within 30 days and if they are unable, they may bring the matter before me by application.

### **Retroactive Variation to Child and Spousal Support**

#### **Legal Framework**

[47] The provisions of the *Divorce Act* and *FLA* to which I have referred provide for variation of child and spousal support on a retroactive basis.

[48] The circumstances in which retroactive child support may be awarded are addressed in *D.B.S.* Judges are directed to adopt a broad and holistic approach in the application of the four factors summarized at para. 133, none of which is determinative on its own:

- a) is there reasonable excuse for why support was not sought earlier;
- b) was there blameworthy conduct on the part of the payor;
- c) is a retroactive award appropriate in light of the past and present circumstances of the child; and
- d) will a retroactive award cause hardship to the payor?

[49] Where retroactive spousal support is sought, the same factors are considered, with the third factor focusing instead on the circumstances of the recipient: *Kerr v. Baranow*, 2011 SCC 10 at para. 212.

[50] At paras. 120-125 of *D.B.S.*, the Court stated that the commencement date for an award of retroactive support should not be restricted to the date upon which the application to the court or formal notice was given, but rather should be the date of effective notice by the recipient to the payor. Effective notice is defined as any indication by the recipient that support should be paid. The Court suggested this is generally when the topic is broached.

### **Analysis**

[51] Ms. Zimmer has sought increased support from Mr. Olson since he moved from Vancouver to Calgary. There has been no delay in her seeking support.

[52] Mr. Olson's conduct is blameworthy. He did not advise Ms. Zimmer of the increase in his income until August 2019, despite her seeking an increase in support from January 2019. Mr. Olson would have been aware that his child support payments should have been increased based upon Ms. Zimmer having the sole responsibility of parenting the children and upon his increase in income. In spite of that, he refused or neglected to provide this information to Ms. Zimmer when his income increased, beginning in January 2019.

[53] A retroactive award is appropriate based on the material changes in circumstances that occurred in January 2019.

[54] Finally, I find that a retroactive award will not cause hardship to Mr. Olson. He has not satisfied me that he will endure hardship as a result of a retroactive order. He has had the use of the money that he should have expended on child and spousal support for over 14 months.

[55] Mr. Olson is therefore ordered to pay retroactive child and spousal support based upon his income from January 1, 2019.

### **Child Support Payable**

[56] Paragraph 9 of the minutes of settlement are varied to provide that:

- a) the respondent pay to the claimant child support in the amount of \$2991 per month commencing January 1, 2019 and continuing on the 1<sup>st</sup> day of each and every month thereafter up to and inclusive of the 1<sup>st</sup> day of April 2019;
- b) the respondent pay to the claimant child support in the amount of \$3361 per month commencing May 1, 2019 and continuing on the 1<sup>st</sup> day of each

and every month thereafter up to and inclusive of the 1<sup>st</sup> day of March 2020; and

- c) commencing April 1, 2020, the respondent shall pay to the claimant child support in the amount of \$3361 per month, payable on the 1<sup>st</sup> day of each and every month thereafter, for as long as a child is eligible for support under the *Divorce Act*.

[57] Retroactive amounts of child support for the period of January 1, 2019 to April 1, 2020 shall be paid by the respondent on or before May 15, 2020.

### **Spousal Support Payable**

[58] Mr. Olson is in arrears of spousal support arising from the minutes of settlement in the amount \$6505 for unpaid spousal support: on July 1, 2018, underpayment of \$1855; on August 1, 2018, underpayment of \$2100; and on January 1, 2019, underpayment of \$2550.

[59] Paragraphs 26, 28, and 29 of the minutes are varied to provide that:

- a) the respondent pay to the claimant spousal support in the amount of \$3454 per month commencing January 1, 2019 and continuing on the 1<sup>st</sup> day of each and every month thereafter up to and inclusive of the 1<sup>st</sup> day of April 2019;
- b) the respondent pay to the claimant spousal support in the amount of \$4143 per month commencing May 1, 2019 and continuing on the 1<sup>st</sup> day of each and every month thereafter up to and inclusive of the 1<sup>st</sup> day of March 2020; and
- c) commencing April 1, 2020, the respondent shall pay to the claimant spousal support in the amount of \$4143 per month, payable on the 1<sup>st</sup> day of each and every month thereafter until further order of this court.

[60] The combined arrears and retroactive amounts of spousal support for the period of July 1, 2018 to April 1, 2020 shall be paid by the respondent on or before May 15, 2020.

### **Bonus**

[61] In *Walker v. Maxwell*, 2014 BCSC 2357, the court used the payor's base salary for *Guidelines* purposes, accompanied by a mechanism to account for bonuses that might be received, at para. 141:

*Zakus v. Zakus*, 2011 BCSC 1542, is an example of the court using the payor's base salary for *Guideline* purposes accompanied by an adjustment mechanism to account for any bonuses that might be received. That same mechanism is appropriate here and I therefore make the following order:

1. commencing December 1, 2014, Mr. Maxwell will pay child support to Ms. Walker in the amount of \$1,245 per month, payable on the first day of every month, and based on his income pursuant to the *Federal Child Support Guidelines* of \$140,000;
2. if Mr. Maxwell receives a bonus during the year, then:
  - i. the above *Guideline* income will be adjusted to include the amount of the bonus, and child support will be adjusted retroactively effective January 1 of that year;
  - ii. Mr. Maxwell will make a lump sum payment to Ms. Walker in satisfaction of the retroactive amount of child support due and owing; and
  - iii. commencing the first day of the first month following receipt of any bonus, Mr. Maxwell will pay Ms. Walker the new amount of child support (the retroactively adjusted amount referred to above), commencing the first day of the first month following receipt of the bonus until the end of the calendar year; and
3. the parties will share the net cost of Emma's special and extraordinary expenses in proportion to their incomes. In the event Mr. Maxwell receives a bonus during the year, he will make a retroactive adjustment for any increase in his proportion of the net cost of the said special and extraordinary expenses and will reimburse Ms. Walker for any "overpayment" she has made in that regard.

[62] A similar order is appropriate in this case. If and when the respondent receives a bonus from his employer, he will immediately advise the claimant of the same, and provide documentation (e.g. a bonus letter and paystub from the employer) indicating the amount of the bonus.

[63] Within 30 days of receiving the bonus, the respondent shall pay to the claimant 15.84% of his bonus as child support for both children.

### **Section 7 Expenses**

[64] Mr. Olson is also in arrears of the following s. 7 expenses for the period of June 12, 2018 to February 6, 2020:

- a) \$7352.90 in unpaid extracurricular expenses;
- b) \$5430.95 for child care; and,
- c) \$2358 for tutoring.

[65] The s. 7 arrears shall be paid by the respondent on or before May 15, 2020.

[66] The proportion payable by each spouse in respect of s. 7 expenses is also varied on the basis of each party's *Guidelines* income. Ms. Zimmer's *Guidelines* income is \$38,567 per annum. The proportion is adjusted accordingly: commencing April 1, 2020, Mr. Olson shall pay 68% and the claimant shall pay 32% of the following s. 7 expenses:

- a) Child care required for either party to work, for which the claimant is currently Sophie Teed;
- b) Health-related expenses not covered by insurance including orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy and prescription drugs, hearing aids, glasses and contact lenses (the Parenting Coordinator has jurisdiction over counselling if the parties cannot agree on frequency);
- c) Mutually agreed extraordinary expenses for primary or secondary school education, or for any other educational programs that meet the Children's particular needs, including tutoring;
- d) Mutually agreed extraordinary expenses for the Children's post-secondary education including tuition and books;

- e) Mutually agreed expenses for the Children's extracurricular activities, which currently include:
  - i. Girl guides;
  - ii. Piano lessons for Celeste of \$1,000 per year;
  - iii. Cheer;
  - iv. Dance;
  - v. Swimming lessons; and
  - vi. Horseback riding of \$500 per year per child;
- f) Mutually agreed expenses for the children to attend summer camp; and
- g) Any other mutually agreed upon expenses.

[67] Paragraph 17 of the minutes of settlement be varied to the following:

- a) The respondent shall reimburse the claimant for his 68% share of the children's section 7 expenses set out in paragraph 15 of this Order within 30 days of the claimant providing the invoice or receipt to the Family Maintenance Enforcement Program, or if
- b) the respondent is not enrolled in the Family Maintenance Enforcement Program, within 30 days of the claimant e-mailing the respondent a copy of the invoice or receipt.

[68] Ms. Zimmer also seeks to add tuition fees and expenses for private school for both children as a s. 7 expense.

[69] In this case the children attended private school when the parties lived in Calgary, before they moved to Vancouver in June 2015. Since then, they have attended public school.

[70] Ms. Zimmer believes that the children would benefit from attending a private school "as it would offer a more supportive learning environment and teachers notice

when a child needs extra support." She suggests that as the children see their father rarely, they need this sort of environment.

[71] I decline to order that the children be enrolled in private school. There is no evidentiary basis for making such an order. Ms. Zimmer's beliefs about private school and what it offers is not evidence.

### **Attachment Orders**

[72] Ms. Zimmer seeks an order that the respondent immediately enroll in the FMEP in British Columbia. She seeks an order under s. 24 of the *Family Maintenance Enforcement Act* that the respondent's employer attach and remit to the claimant: the amounts for the monthly child support amount payable on the 1<sup>st</sup> of every month; the lump-sum child support payable on the respondent's bonus; and the monthly spousal support amount payable on the 1<sup>st</sup> of every month.

[73] I order that Mr. Olson enroll in the FMEP in British Columbia. I decline to grant an attachment order at this time. Although I have found Mr. Olson's non-disclosure of his income and his non-payment of support in accordance with his income to be blameworthy, I expect that with my clarification of his obligations, he will abide by the orders of this court. An attachment order may be appropriate if he fails to do so.

### **Tax Credits and Benefits**

[74] The respondent cannot claim the equivalent-to-spouse tax credit, since the claimant has had primary custody of the children since January 1, 2019. The tax credit cannot be claimed if the claim is for a child for whom the taxpayer was required to make support payments during the year.

### **Notification of Increased Income**

[75] In order to ensure that each party is aware of the other party's income, I order that for as long as the children are eligible to receive child support and Ms. Zimmer is entitled to receive spousal support, the parties will exchange the following:

- a) copies of their respective income tax returns for the previous year, including all attachments, not later than May 30 of each year; and
- b) copies of any Notices of Assessment or Reassessment provided to them by Canada Revenue Agency, immediately upon receipt.

[76] The parties will adjust the support payable, based upon their incomes each year, accordingly.

### **Summary**

[77] Under s. 17 of the *Divorce Act*, I find that Mr. Olson's relocation to Calgary and increase in income is a material change in circumstances justifying variations to orders for support and custody.

[78] As a result, I make the following orders:

- a) as of January 1, 2019, Ms. Zimmer is granted sole custody and primary residence of the children of the marriage;
- b) based upon the change in his income, Mr. Olson shall pay retroactive child spousal support for the period January 1, 2019 to March 1, 2020;
- c) commencing April 1, 2020, Mr. Olson shall pay spousal support in the amount of \$4143 per month and child support in the amount of \$3361 per month until further order of this court.

[79] The minutes of settlement are varied to reflect the above orders.

[80] I also find Mr. Olson is in arrears of spousal support arising from the minutes of settlement in the combined amount of \$6505. He is also in arrears of s. 7 expenses in the amount of \$15,141.85. Mr. Olson shall pay the combined arrears of spousal support and s. 7 expenses, as well as the retroactive amounts of child and spousal support, on or before May 15, 2020.

[81] I also make the following orders:

- a) the parties' obligations in relation to s. 7 expenses under the minutes of settlement are varied as set out in paras. 52 and 53 above;
- b) Mr. Olson shall enroll in the FMEP in British Columbia;
- c) if Mr. Olson receives a bonus, he will advise the claimant of the same, provide documentation indicating the amount and pay 15.84% of the bonus as child support within 30 days of receiving his bonus; and
- d) going forward, the parties shall adjust the support payable based upon their annual incomes and to that end, shall exchange their income tax returns and any Notices of Assessment or Reassessment.

[82] If there are errors in the monetary amounts in the orders that I have made, the parties can correct them in the final order, or make submissions to me for corrections if necessary,

### **Costs**

[83] Since the claimant was substantially successful on the application, she is entitled to her costs.

“Gropper J.”