

- (c) in any circumstance under which the information is compellable by law, or
- (d) to a written agreement between the parties
 - (i) to mediate, or
 - (ii) that resolves one or more issues relating to a family law dispute.

Information disclosed during mediation must be kept confidential. When no information was disclosed at a mediation and financial disclosure was incomplete, s. 13 had no application.

Kertcher v. Kertcher, 2016 BCSC 1718

DIVISION 3—PARENTING COORDINATORS

Parenting coordinators [§5.15]

14 A person meeting the requirements set out in the regulations may be a parenting coordinator.

When parenting coordinators may assist [§5.16]

15 (1) In this Division, “parenting coordination agreement or order” means a written agreement or an order to use a parenting coordinator.

(2) A parenting coordinator may assist only

- (a) if there is a parenting coordination agreement or order in place, and
- (b) for the purpose of implementing an agreement or order respecting parenting arrangements, contact with a child or other prescribed matters.

(3) A parenting coordination agreement or order may be made at the same time as, or after, an agreement or order respecting parenting arrangements, contact with a child or other prescribed matters is made.

(4) A parenting coordinator’s authority to act ends 2 years after the parenting coordination agreement or order is made, unless the parenting coordination agreement or order specifies that the parenting coordinator’s authority is to end on an earlier date or on the occurrence of an earlier event.

(5) Despite subsection (4), a parenting coordination agreement or order may be extended by a further parenting coordination agreement or order, but each extension may be for no more than 2 years.

(6) Despite subsection (4), a parenting coordination agreement or order may be terminated at any time as follows:

- (a) in the case of an agreement, by agreement of the parties or by an order made on application by either of the parties;
- (b) in the case of an order, by an order made on application by either of the parties;
- (c) in any case, by the parenting coordinator, on giving notice to the parties and, if the parenting coordinator is acting under an order, to the court.

Section 6(3) and (4) of the *Family Law Act Regulation* permit a parenting coordinator to make determinations on a range of matters including parenting arrangements, parenting schedules, children's daily routines, parental decision-making topics such as education and special events, temporary care, medical or dental care, discipline, vacation schedules, and matters agreed upon in a parenting agreement. Parenting coordinators may not make determinations about a change to guardianship, allocation of parental responsibilities, allocating parenting time to a person who does not have parenting time, substantial changes to parenting time, or relocation of a child.

C.D. v. S.D., 2025 BCSC 2523 at para. 232

An allegation of family violence or a power imbalance does not necessarily preclude the appointment of a parenting coordinator.

J.R.V. v. N.L.V., 2025 BCSC 1137 at para. 30

Parenting coordinators are retained to assist parties and make determinations in accordance with ss. 17 and 18 of the *Family Law Act*. They do not have the role of policing the parties' conduct.

G.L. v. J.K., 2022 BCSC 1714 at para. 25

The claimant had refused to pay his share of the parenting coordinator's accounts, contrary to court order, citing inability to pay. The parenting coordinator agreed to continue but would not permit the claimant to add items to the agenda so long as he failed to pay his share of the costs. The claimant then applied to have the parenting coordinator removed. The court held that the parenting coordinator had not exceeded his jurisdiction, and that his approach had been fair. The court noted that the *Family Law Act* does not allow for unilateral termination by one party, and stated: "If the Claimant's position were accepted, one party could undermine the role of a parenting coordinator by simply refusing to pay, irrespective of court orders or other obligations to the contrary. An ongoing ability to set the agenda and drive increasing costs without any financial implications would also allow the party refusing to pay to undermine the process" (para. 59).

T.R. v. A.R., 2020 BCSC 2068

The parties had been ordered to enter into a parenting coordination agreement. Eventually, the parties reached a settlement on parenting issues and sought approval of a consent order. The consent order provided that the parenting coordinator could select a counselor or child psychologist should the parties be unable to agree. The trial judge was not prepared to leave the selection to the parenting coordinator and dismissed the application. On appeal, the court held that the judge erred in finding that the order was not in the child's best interests if the selection of a counselor was left to the parenting coordinator. The Family Law Act Regulation, s. 6(4), provides for parenting coordinators making these determinations.

F.J.V. v. W.K.S., 2019 BCCA 67

Parenting coordinators are regularly ordered to be in place for a term of two years. The court will appoint a specific parenting coordinator when the parties are unable to agree on whom to appoint.

C.M.L.S. v. F.C.M.S., 2016 BCSC 1298; see also *D. (S.L.) v. D. (W.A.)*, 2016 BCSC 616; *Mohammadi v. Mohammadi*, 2016 BCSC 1873; and *Seganfredo v. Seganfredo*, 2016 BCSC 1171 (Chambers)

Parenting coordinators are to “assist” the parties to “implement” agreed-to or court-ordered parenting arrangements. There are two pre-conditions under s. 15 to a parenting coordinator exercising their authority under the Act: (1) there must be a parenting coordinator agreement; and (2) there must be an agreement or order in place respecting parenting arrangements. Both must be met for a parenting coordinator to assist the parties through a process of mediation and arbitration.

E. (D.E.) v. E. (W.L.), 2015 BCSC 612 (Chambers) at para. 46

The court dismissed an application to appoint a parenting coordinator on the basis that the parties had been able to work out parenting arrangements previously and were making joint decisions. The cost of a parenting coordinator did not seem warranted.

B. (K.V.) v. B. (O.B.), 2015 BCSC 171 (Master)

The parties had joint guardianship under a consent order. The father unsuccessfully challenged the mother's choice of school and applied for appointment of a parenting coordinator. His appeal was dismissed; the judge had the discretion to assess the merits of appointing a parenting coordinator in considering the best interests of the child. The Court of Appeal also considered whether portions of Division 3 of Part 2 of the Act are problematic or unworkable. In concurring reasons, Groberman J.A. concluded that it was too early to draw that conclusion, but identified an incongruity. When the Act was enacted, s. 6(2)(a) of the Family Law Act Regulation was not drafted. Section 6(2)(a) covers situations where parties engage a parenting coordinator by agreement. It is difficult to apply the section to situations of a court-ordered parenting coordinator. The Act did not intend for courts to order parties to enter into agreements to engage parental coordinators. Rather, parental coordinators were to be put in place either by court order or by agreement. If s. 6(2)(a) of the Regulation cannot be interpreted in a way that brings it into