
DAVISON & COMPANY

Barristers & Solicitors

January 13, 2021

VIA EMAIL

Noel Lenaghan
Jawl Bundon
4th Floor- 1007 Fort Street
Victoria, BC V8V 3K5

Dear Mr. Lenaghan:

Re: Macready and Parker

I write to advise that my office has been retained on this matter.

I have today reviewed the agreement with Misty and write to advise you of her position.

The following letters/numbers correspond to the numbers in the draft separation agreement:

- A. The date of cohabitation was June 2010. ✓
- D. Stephen vacated the residence on December 25, 2020. ✓
- H. We do not agree that the amount of support Stephen pays for his other child will be deducted from his income for support purposes. ✗
- 6. (a) Please add in that the mortgage owing to Mr. and Ms. Parker is for 'no interest'. ✓
- 6.(b) (i) the starting listing price has been agreed to be \$850,000.00; ✓
- (iv) the suite is the "upstairs suite above the garage."

*until sold ✓
added
in already*

101 – 1625 Oak Bay Avenue
Victoria, BC V8R 1B1

Phone: 250-388-9667
Fax: 250-388-3577

DYAN E. DAVISON *

* Personal Law Corporation

- (v) c. the list of payments to come from the sale proceeds should be more specific, and some items were left out, we suggest the following:
- a. Payment of real estate commission;
 - b. Payment of any closing costs and adjustments;
 - c. Payment of the mortgage owing to Scotia Bank in the approximate amount of \$503,520.00;
 - d. Payment of the second mortgage owing to Danny Parker and Deborah Parker in the fixed amount of \$150,000.00;
 - e. Payment of the Scotia Bank Line of Credit in the approximate amount of \$31,679.00;
 - f. Payment of the RBC Line of Credit in the approximate amount of \$21,843.36;
 - g. Payment of the RBC Visa in Misty's name in the approximate amount of \$3,000.00;
 - h. Payment of the joint RBC Visa in the approximate amount of \$6,652.00;
 - i. Payment of 50% of the remaining proceeds to Misty; and
 - j. Payment of 50% of the remaining proceeds to Stephen.
- 7 (c) The CPP Credits are to be divided.
8. Please add a sub (c) that the parties will close all jointly held bank accounts.
9. Please add in that Stephen is solely responsible for all debts of the company.
12. (a) Stephen should commence paying the child support on February 1, 2021.
- (b) Commencing February 1, 2021, Misty will be solely responsible for making the mortgage payments on the family home. (She expects to rent out the rental suite now that your client has moved).
- (c) The child support will be in the amount of \$839.00 per month pursuant to the guidelines.
- (d) The special and extraordinary expenses will be shared by the parties with Stephen paying 69% and Misty paying 31% of those expenses.
- (e) The special expenses for the children are:
- i. medical and dental expenses net of any insurance coverage;
 - ii. daycare and before and after school care; and
 - iii. a maximum of 2 extracurricular activities at a time for each child.
- (f) Each year by May 31st, the parties will provide the other with a copy of their income tax return for the previous year. The child support owing going forward will be based on the parties incomes for the previous tax year and the children's living arrangements. If an adjustment is required in the amount of child support, based on the Federal Child Support Guidelines, the new amount owing will commence on July 1st each year.
13. Please add in that Misty currently has extended health benefits for the children through her employment.

Also add in that should a time come that there are no extended benefits available for the children through either parents employment, the parties will explore private insurance options and they will arrange to have private insurance for the children. (This is important given Brinley's recent medical diagnosis). The parties will share equally in the cost if this insurance becomes necessary.

X
agreed
&
agreed

Paragraph (b) is unnecessary as we have covered this issue in 12 (e) above.

The remainder of the draft agreement is fine.

Thank you for your assistance.

Yours truly,



Dyan E. Davison
Barrister & Solicitor
DED/ mw