

## Publisher's Note

**2018 — Release 8**  
Previous release was 2018-7

From Your Library:

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

MacDonald & Weiler

# Law and Practice Under the Family Law Act of Ontario

This is the definitive guide to both the substantive law and practice under Ontario's *Family Law Act*. Far more than just a collection of case summaries, this service offers detailed analysis of both statute and case law alike and tackles the difficult problems head-on.

This release features updates to the case law and commentary in the Definition, Staying Application, History, Family Property and Support obligations section.

## Highlights

- **1§5.8 — Cohabitation Not Found** — Although the parties held themselves out as spouses for the purpose of travelling abroad, but did not combine their finances or clearly live at the same address for three years or more, they will not be found to cohabit. The man used various addresses during the years the parties engaged in a romantic relationship. At most, the man lived at the woman's residence for a year. The parties did not combine finances for personal or business reasons. *Derakhshan v. Narula*, 2018 ONSC 537, 2018 CarswellOnt 902 (Ont. S.C.J.), additional reasons 2018 ONSC 1960, 2018

---

### THOMSON REUTERS CANADA Customer Support

1-416-609-3800 (Toronto & International)

1-800-387-5164 (Toll Free Canada Only)

Fax 1-416-298-5082 (Toronto)

Fax 1-877-750-9041 (Toll Free Canada Only)

E-mail CustomerSupport.LegalTaxCanada@TR.com

This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

CarswellOnt 4858 (Ont. S.C.J.), additional reasons 2018 ONSC 2125, 2018 CarswellOnt 5208 (Ont. S.C.J.).

- **2§5 — Extension of Times** — Where there was no basis to set aside a separation agreement, and the parties conducted themselves in accordance with the agreement, the husband's 11-year delay in bringing a claim for equalization amounted to wilful blindness. The parties entered a marriage contract prior to marriage that indicated they would keep their property separate. They executed a separation agreement in 2007. The husband brought an application for equalization in 2016. The husband did not meet the criteria for an extension under s. 2(8) of the *Family Law Act*. Neither party pleaded as to the validity of the marriage contract. *Freire v. Freire*, 2017 ONSC 1188, 2017 CarswellOnt 2626 (Ont. S.C.J.), affirmed 2017 ONCA 853, 2017 CarswellOnt 17181 (Ont. C.A.).