CITATION: Cassan v. Giroux, 2026 ONSC 330
COURT FILE NO.: CV-22-89327
DATE: 2026/01/16

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
LISE CASSAN	)	Francis Shapiro-Munn, Counsel for the Plaintiff
Plaintiffs	)	
– and –	)	
MANON GIROUX in her capacity as the Trustee of the Estate of Jean-Guy Villeneuve	)	Pierre Champagne and Ginger Warner, Counsel for the Defendant
Defendant	)	Miriam Vale Peters, Counsel for Todd and Colin Villeneuve
	)	**HEARD: September 5 and 29, 2025 (Ottawa)**

REASONS FOR JUDGMENT

H.J. Williams, J.

Overview

[1] These proceedings involve a claim against an estate for dependant's relief under Part V of the *Succession Law Reform Act*, R.S.O. 1990, s. 26, and a claim by the two sons of the deceased that two properties are not assets of the estate.

The proceedings

[2] There are two applications and an action before me:

- *Cassan v. Giroux* (CV-22-89327) ("the Cassan application");
- *Villeneuve v. Giroux* (CV-23-94015) ("the Villeneuve action"); and
- *Villeneuve v. Giroux* (CV-25-99384) ("the Villeneuve application.")

[3] At the request of the parties, I agreed to hear the proceedings together. This decision shall dispose of all three proceedings in their entirety.

[4] In the Cassan application, Lise Cassan seeks dependant's relief from the estate of Jean-Guy Villeneuve. The respondent to the application is Manon Giroux, Jean-Guy's daughter and the executor of his estate.

[5] In the Villeneuve action, Todd and Colin Villeneuve and 3408671 Canada Inc. o/a CTM Sweeping Co. claim legal and beneficial ownership of certain properties on Leitrim Road in Ottawa.[1] Todd and Colin are Jean-Guy's sons. Todd claims ownership of 4048 Leitrim and Colin claims ownership of 4016 Leitrim. Todd and Colin maintain that these properties are not, therefore, assets of their father's estate, and should not be exposed to Lise's claim.

[6] In the Villeneuve application, as in the Villeneuve action, Todd claims ownership of 4048 Leitrim and Colin claims ownership of 4016 Leitrim. Todd and Colin plead unjust enrichment, *quantum meruit*, constructive trust and resulting trust. In their notice of application, Todd and Colin also requested dependant's relief from their father's estate but abandoned these claims prior to the hearing.

[7] In a decision in the Cassan application released August 29, 2024[2], I found that Lise was the spouse of Jean-Guy under s. 57(1) of the *SLRA* and that Jean-Guy was providing support or was under a legal obligation to provide support to Lise immediately before his death. I found that Lise was entitled to an order for interim support, and I ordered Jean-Guy's estate to pay Lise $2,000 per month beginning September 15, 2024 until her application was disposed of on a final basis.

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[1] The claim of 3408671 Canada Inc. o/a CTM Sweeping Co. was not pursued at the hearing of the proceedings.
[2] *Cassan v. Giroux*, 2024 ONSC 4785

[8] The parties appeared before me on September 5 and 29, 2025 to argue two issues: (1) the amount of Lise's support entitlement on a final basis; and (2) whether the properties at 4016 and 4048 Leitrim were assets of Jean-Guy's estate.

[9] The litigation was hard-fought, and the written materials were extensive. The record included 30 affidavits and the transcripts of 19 cross-examinations. It was more than evident that there is no love lost between Jean-Guy's children and Lise. Jean-Guy's children treated Lise badly after Jean-Guy died. They forced Lise to leave Jean-Guy's home less than two weeks after Jean-Guy's death and told Lise they had contacted the police. Although Lise was described in Jean-Guy's obituary as his "longtime partner", Jean-Guy's children attempted to minimize the relationship between Lise and Jean-Guy. They disclosed to Lise that Jean-Guy had been involved with other women throughout their relationship, including one woman who was living in a house owned by Jean-Guy. Manon accused Lise of stealing $15,000 from CTM Sweeping. For her part, after the release of my August 2024 decision, Lise is reported to have approached one of CTM Sweeping's employees in a parking lot and to have told him that she had beaten the Villeneuve brothers and, referring to Manon, "the little princess" in court and that they were going to have to pay her.

The parties' positions

[10] Lise is asking for a lump sum of $1,136,000 from Jean-Guy's estate for past and future support.

[11] The estate argues that the amount claimed by Lise, who is 76, is excessive and not supported by the evidence. The estate argues that it would be appropriate for Lise's support to be continued at the rate of $2,000/month I ordered on an interim basis, for a maximum of 10 years.

[12] Todd and Colin argue that 4016 Leitrim and 4048 Leitrim were either given to them or held in trust for them by their father and that, consequently, Colin owns 4016 Leitrim and Todd owns 4048 Leitrim. Todd and Colin argue that neither property was owned by their father at the time of his death and, consequently, neither property is an asset of their father's estate.

[13] Jean-Guy's estate supports Todd and Colin's position with respect to the two Leitrim Road properties.

[14] Lise argues that Jean-Guy owned both 4016 and 4048 Leitrim at the time of his death and that both properties are assets of his estate.

The issues

[15] As I noted above, the issues before me are: (1) the amount of Lise's support entitlement on a final basis; and (2) whether the two Leitrim Road properties are assets of Jean-Guy's estate.

[16] Because the value of Jean-Guy's estate is a factor I must consider when assessing the appropriate amount of support for Lise, I will consider the second issue first.

ISSUE: Are the properties at 4016 and 4048 Leitrim assets of Jean-Guy's estate?

4016 Leitrim Road

[17] Todd and Colin argue that the property at 4016 Leitrim belongs to Colin.

[18] In the Villeneuve action, they argue that Jean-Guy gave 4016 Leitrim to Colin as a gift or, alternatively, that Jean-Guy held 4016 Leitrim in trust for Colin. In the further alternative, they argue that Colin has a constructive trust over 4016 Leitrim. In the Villeneuve application, they argue that Colin has a constructive and a resulting trust over the property.

The evidence

[19] Although Colin swore an affidavit in response to Lise's application, he did not swear an affidavit in support of the Villeneuve application. Colin's affidavit in response to Lise's application referred only briefly to 4016 Leitrim, and said only that Colin moved into the house at 4016 Leitrim the year after his child was born and that 4016 Leitrim was next door to his father's house.

[20] In his affidavit, Todd said that:

- Colin suffers from bipolar disorder and “various addictions.”
- In or around 2011, Colin needed a family home, and Jean-Guy purchased 4016 Leitrim for Colin.
- 4016 Leitrim and 4048 Leitrim, where Todd lives, are right next to the family business, CTM Sweeping, at 4020 Leitrim.
- Part of the reason Jean-Guy gave Todd and Colin properties so close to CTM Sweeping was so that it would be easy for them to maintain the company.
- Jean-Guy held 4016 Leitrim in trust for Colin.
- Colin was the sole beneficiary of the trust and had the right to ask that 4016 Leitrim be transferred to him at any time.
- Colin elected to keep 4016 Leitrim in his father’s name.
- Colin lives at 4016 Leitrim with his wife and son.
- Colin, his wife and son depend on Colin and on the house.
- Colin’s son has never known another home.
- There is no amount of money that Colin could receive for his house that would properly compensate him for the strong personal attachment that he and his family have to it.

[21] Todd attached to his affidavit a declaration of trust dated May 17, 2011. The document is reproduced below:

DECLARATION OF TRUST

KNOW ALL MEN by these presents that I, Jean Guy Villeneuve, of the City of Ottawa, in the Province of Ontario, in consideration of the sum of ONE DOLLAR ($1.00), hereby acknowledge and declare that I am purchasing in fee simple the property known for municipal purposes as 4016 Leitrim Avenue, Ottawa, Ontario. The property is to be held in trust for the only use, benefit and advantage of Colin Villeneuve, sole beneficiary of the interest.

AND I/we hereby covenant for myself, my executors, administrators and assigns with the said beneficiary, his executors, administrators and assigns, that I will, at any time hereafter, at their request and at his cost, assign and transfer the said property to him or to such person as he shall, in writing, direct.

IN WITNESS WHEREOF I have hereunto set my signature this 17th day of May, 2011.

SIGNED, SEALED AND DELIVERED)
In The Presence Of)
) Jean Guy Villeneuve
)
)

[22] Although the declaration of trust was witnessed, there was no evidence identifying the witness.

[23] The parcel register for 4016 Leitrim shows that Jean-Guy purchased 4016 Leitrim for $250,000 on May 18, 2011, the day after he appears to have signed the declaration of trust.

[24] The parcel register states that Jean-Guy owned the property in the capacity of "TRST", which I understand to be a reference to a trust; the deed to the property, registered May 18, 2011, states specifically that Jean-Guy purchased the property in the capacity of trustee.

[25] Manon said it was always her understanding that 4016 Leitrim was held by Jean-Guy in trust for Colin.

[26] Ralphalena Louisy, a former nanny and friend of the Villeneuve family, said that Jean-Guy bought 4016 Leitrim for Colin. Ms. Louisy said Todd and Colin both worked at what she described as "their father's business" at 4020 Leitrim. Ms. Louisy said that Jean-Guy purchased 4016 Leitrim

for Colin so that Colin could live close to the business. Ms. Louisy said that Jean-Guy was very happy with what she described as his gift to Colin.

[27] Marvin Dillon, who worked for CTM Sweeping and Jean-Guy's company, John's Equipment, for many years said that Colin owned a home at 4016 Leitrim and that Jean-Guy always referred to 4016 Leitrim as "Colin's house."

Analysis

Express trust

[28] I find it troubling that Colin did not file an affidavit in support of his application. On cross-examination, Todd explained that Colin was "mentally unfit" but then repeatedly told Lise's counsel that if she wanted answers to her questions about Colin, she should subpoena Colin and ask Colin directly.

[29] I place very little weight on most of Todd's affidavit evidence in respect of 4016 Leitrim. Todd's affidavit of March 31, 2025 was rife with hearsay and violated Rule 39.01(5) of the *Rules of Civil Procedure*. It included statements of information and belief with respect to contentious facts. On numerous occasions it failed to include the source of Todd's information and the fact that he believed it. (I will have more to say about Todd's evidence below, when I consider the status of 4048 Leitrim.)

[30] Despite the poor quality of Todd's evidence and the absence of evidence from Colin, I am satisfied that Jean-Guy purchased 4016 Leitrim in trust for Colin.

[31] Section 78(4) of the *Land Titles Act*, R.S.O. 1990, c. L. 5, s. 78(4) provides that, when registered, an instrument, such as a deed, becomes part of the register and creates or transfers the land or the interest in the land mentioned in the register:

> (4) When registered, an instrument shall be deemed to be embodied in the register and to be effective according to its nature and intent, and to create, transfer, charge or discharge, as the case requires, the land or estate or interest therein mentioned in the register. R.S.O. 1990, c. L.5, s. 78 (4).

[32] The deed to 4016 Leitrim, registered May 18, 2011, gave Jean-Guy an ownership interest in the property in the capacity of a trustee. Although the deed did not indicate for whom Jean-Guy was holding the property in trust, that he was holding the property in trust for Colin was evident from the May 17, 2011 declaration of trust.

[33] For the following reasons, I consider the declaration of trust to be reliable evidence that Jean-Guy was holding 4016 Leitrim in trust for Colin:

- It is evident from the deed that Jean-Guy was holding 4016 in trust for an unidentified beneficiary;
- No one suggested the signature on the declaration of trust was not that of Jean-Guy;
- The declaration of trust was dated one day before the deed was registered;
- The declaration of trust identifies Colin as the beneficiary of the trust; and
- Several witnesses said either that Colin was living at 4016 Leitrim or that they understood 4016 Leitrim to be Colin's house.

[34] I also consider the declaration of trust to be necessary, in that it is the best available evidence of the beneficial ownership of 4016 Leitrim. It is certainly better evidence than that of any of the witnesses and it was not undermined by any other evidence.

[35] I note: (1) that when Manon was asked on cross-examination whether she or her siblings had any ownership of any of Jean-Guy's five properties in Ottawa and one property in Gatineau, she referred only to 4042 Leitrim; and (2) that the estate treated 4016 Leitrim as an estate asset for purposes of estate administration and capital gain taxes. Neither of these facts affects my conclusion that 4016 Leitrim was held by Jean-Guy in trust for Colin. Manon is not a lawyer. There was no evidence that the estate trustees (who were Todd and Manon initially, and later only Manon) or their lawyer were aware of the trust status of 4016 Leitrim at the time the inventory was prepared.

Constructive trust/resulting trust/unjust enrichment

[36] As I have found there was an express trust in favour of Colin, I do not consider it necessary to consider Todd and Colin's arguments in respect of constructive and resulting trust, unjust enrichment or gift.

Conclusion

[37] For these reasons that I find that Jean-Guy held 4016 Leitrim in trust for Colin. I find that Colin is the beneficial owner of 4016 Leitrim and that he could have asked to become the legal owner at any time. Accordingly, I find that 4016 Leitrim is not an asset of Jean-Guy's estate.

4048 Leitrim Road

[38] Todd and Colin argue that the property at 4048 Leitrim belongs to Todd.

[39] In the Villeneuve action, they argue that Jean-Guy gave 4048 Leitrim to Todd as a gift. Alternatively, they argue that Jean-Guy held 4048 Leitrim in trust for Todd. In the further alternative, they argue that Todd has a constructive trust over 4016 Leitrim. In the Villeneuve application, they argue that Todd has both a constructive and a resulting trust over the property.

The evidence

[40] According to Todd, Jean-Guy gave him the property at 4048 Leitrim as a gift in or about 1998. Todd would have been around 21years old at the time. Todd says that, at the time, the land was vacant and worth approximately $25,751. Todd says that, around that time, his father and mother were separating, and that they decided to give him, Manon and Colin either $30,000 in cash or a piece of land. He says that Manon and Colin took the money, while he took the land. (On cross-examination, Manon said that she paid for her education with the money her parents gave her, and that Colin's money was set aside and later put toward the purchase of 4016 Leitrim.)

[41] Todd says he and his father built the house at 4048 Leitrim.

[42] In one of his affidavits, Todd said that he and his father obtained financing to build the house and that he believed they were jointly liable for the loan. However, when asked about this

on cross-examination, Todd vehemently denied that he and his father shared responsibility for the loan, saying, "[T]hat's a lie. That's not true at all. No. I was responsible for all that. It was my name on the loan, it was my name, it was my signature, it was my problem." Todd was unable to produce any documents relating to the construction financing.

[43] In his March 31, 2025 affidavit, Todd said that he and his father managed to build the house for less than $50,000. He said that he and his godfather did much of the labour. He said his father was able to make deals and trade with suppliers and contractors. He said: "Between the bartering and labour, we managed to build the house for under $50,000. Had we hired professionals, the cost would have been at least triple." On cross-examination, Todd said the house actually cost $150,000. He said the initial cost was $50,000, which he borrowed, but he kept borrowing against it.

[44] In his March affidavit, Todd said his father did not transfer title to 4048 Leitrim into his (Todd's) name at the time he gave Todd the property, because he (the father) did not want Todd's girlfriend at the time to being able to claim an interest in the property. Asked on cross-examination by Lise's counsel whether he had had a girlfriend at the time, Todd replied, unhelpfully: "Maybe. Maybe not. I can't remember, it was 30 years ago. Do you remember what you did 30 years ago? Were you dating Bill, Charlie, or Fred or what? That's what you're asking me."

[45] Todd says he has lived at the house at 4048 Leitrim since around September 2001 and that he continues to live there.

[46] Todd said he and Colin both work for the company CTM Sweeping, which is at 4020 Leitrim. Todd said his father wanted him and Colin to live close to the family business so that it would be easy for them to maintain the company.

[47] Todd said that CTM Sweeping paid all maintenance costs, insurance and property taxes for 4048 Leitrim. He said he personally paid for heat, hydro and water.

[48] In his March affidavit, Todd said his father started CTM Sweeping more than 30 years ago and was the owner of and the sole decision-maker for the company. Todd said his father had active and ongoing involvement with CTM Sweeping until three days before he died. Todd said his father

was the only person who made decisions about payments from the company, including payments relating to 4016 and 4048 Leitrim. Todd also said his father decided that CTM Sweeping would support the construction of Todd's house at 4048 Leitrim and pay certain expenses for both 4016 and 4048 Leitrim.

[49] Less than two months after he swore the March affidavit, Todd swore two further affidavits on May 20, 2025. In one of them, he retracted much of the evidence I have summarized in the preceding paragraph and stated that it was he and Colin who had started CTM Sweeping more than 30 years ago.[3] In a second affidavit sworn May 20, 2025, Todd said that he and Colin had worked together "for several years" at CTM Sweeping, that they are the directors of CTM Sweeping and had been since before their father passed away, that their father ran his own business from the same location, so it was as though the three of them worked together, and that he and Colin had been the owners of CTM Sweeping for more than 25 years.

[50] Todd says he has paid $156,575.88 to renovate 4048 Leitrim since 2015. He says he undertook a significant renovation in 2023, which included a full renovation of the main floor, "redoing the floors, kitchen, appliances, garage door, patio, bathroom, baseboards light fixtures, and more." Of the receipts Todd produced for the $156,575.88 in renovations since 2015, $31,866 pre-date 2023; the balance either bear indiscernible dates or are dated 2023 or later.

Analysis

[51] Todd argues that he has a constructive or a resulting trust in respect of 4048 Leitrim or that his father gave him 4048 Leitrim as a gift.

Constructive trust

[52] A constructive trust has been described as a broad and flexible equitable tool used to determine beneficial entitlement to property. (*Kerr v. Baranow*, 2011 SCC 10, at para. 50.)

[3] Thirty years ago, in 1995, Todd would have been around 18 years old and Colin would have been around 16.

[53] A constructive trust is a remedy that may be imposed in a case of unjust enrichment. To establish unjust enrichment, a plaintiff must prove three elements:

1) An enrichment or benefit to the defendant;

2) A corresponding deprivation of the plaintiff; and

3) The absence of a juristic reason for the enrichment. (*Kerr*, at para. 32.)

[54] The Supreme Court of Canada has recognized that equitable remedies such a constructive trust are based on what is just in all the circumstances of the case and may be imposed in a variety of situations, including where a person is deprived of proprietary rights because an arrangement was not confirmed in writing. (*Soulos v. Korkontzilas*, 1997 CanLII 346 (SCC), [1997] 2 S.C.R. 217, at paras. 19 and 34.

[55] Where a plaintiff can show a link or causal connection between his or her contributions and the acquisition, preservation, maintenance or improvement of disputed property, a share of the property proportionate to the unjust enrichment can be impressed with a constructive trust in his or her favour. (*Kerr*, at para. 50.)

[56] Todd and Colin argue that Todd built the house at 4048 Leitrim at his own expense, and that because Jean-Guy's estate has the legal title to 4048, the estate has been unjustly enriched by the construction of the house.

[57] Todd and Colin argue that the appropriate remedy for this unjust enrichment is a constructive trust over the property, a finding that Todd has legal and beneficial ownership of the property and a vesting order transferring legal and beneficial ownership of the property into Todd's name. Alternatively, Todd seeks damages for unjust enrichment.

[58] For several reasons, I do not accept this argument.

Todd's credibility

[59] Firstly, I place very little weight on Todd's evidence, particularly in respect of contentious matters. Todd appeared either not to understand or to be indifferent to the significance of swearing

an affidavit, specifically, that the deponent is confirming, under oath, that the information in the affidavit is true. On cross-examination, Todd retracted, contradicted or disagreed with numerous statements in his affidavits, on occasion describing portions of his own evidence as "a lie", "not true at all" or "incorrect." He denied any knowledge of several portions of his affidavits. I provided some examples of Todd's disavowal of his affidavit evidence earlier in these reasons.

[60] I also referred briefly, above, to violations of Rule 39.01(5) of the *Rules of Civil Procedure* in Todd's affidavit evidence. I have already noted that, on applications, in respect of contentious matters, the rule prohibits evidence that is not within the direct knowledge of a deponent. So-called "information and belief" evidence is permitted in respect of non-contentious matters, but only if the source of the information and the fact of the deponent's belief are specified. Although the first paragraph of Todd's primary affidavit stated, "[t]o the extent I do not have personal knowledge, I verily believe the information set forth to be true", this is not enough; the source of the information must also be specified.

[61] Todd's evidence was replete with information and belief evidence in respect of contentious matters and with information that clearly was not within his direct knowledge but the source of which was not specified.

[62] Todd also became angry, defensive and combative at times when he was being cross-examined. He accused Ms. Cassan's lawyer of asking stupid questions.

[63] I found two areas of Todd's evidence particularly difficult to accept: (1) his evidence in respect of the control of CTM Sweeping; and (2) his evidence in respect of who paid for the construction of the house at 4048 Leitrim and how much the house cost.

(1) Todd's evidence with respect to who controlled CTM Sweeping

[64] I referred, above, to evidence in Todd's March 31, 2025 affidavit, in which he said that his father:

- owned CTM Sweeping;
- was the sole decision-maker for the company;

- had active and ongoing involvement with CTM Sweeping until three days before he died;
- was the only person who made decisions about payments from the company, including payments relating to 4016 and 4048 Leitrim; and
- decided that CTM Sweeping would support the construction of Todd's house at 4048 Leitrim.

[65] In one of his May 20, 2025 affidavits, Todd said he wanted to replace the two paragraphs of his March 31, 2025 affidavit which contained the five statements I summarized in the preceding paragraph, with two new paragraphs that stated: (1) That he and Colin had started CTM Sweeping more than 30 years ago and that both work for CTM Sweeping; and (2) That CTM Sweeping paid for certain expenses that he and Colin incurred as part of their compensation.

[66] I accept that CTM Sweeping was incorporated in Todd's and Colin's names and that they were the shareholders. Articles of incorporation dated September 1997 were included in the record. In the articles, the company's registered office was 4020 Leitrim, which is the address of both the company and Jean-Guy's home. However, I reject Todd's evidence that he and Colin, and not Jean-Guy, made decisions about CTM Sweeping and how CTM Sweeping's money would be spent. This is relevant to who paid for the construction of the house at 4048 Leitrim, which in turn is relevant to the unjust enrichment argument Todd is making. I prefer the evidence in Todd's March 31, 2025 affidavit that Jean-Guy was the sole decision-maker for CTM Sweeping and the only person who made decisions about payments from the company, and that he had active and ongoing involvement with CTM Sweeping until three days before he died. This is for the following reasons.

[67] Todd said his parents separated around 1995 and that they negotiated the details of their separation from around 1995 to around 2000. Todd said his father had to sell his company John's Sweeping as a result of the separation. Todd said his father then started a company known as John's Equipment Sales. CTM Sweeping was incorporated in September 1997, during the period Jean-Guy and his wife would have been negotiating their separation agreement. At the time CTM

Sweeping was incorporated, Todd was around 21 years old; Colin is younger than Todd. “CTM” stands for Colin, Todd, Manon—Jean-Guy’s three children.

[68] Manon said that Jean-Guy worked for CTM Sweeping and that in lieu of receiving a salary, he received benefits in kind. Manon said that CTM Sweeping paid for and owned Jean-Guy’s house at 4020 Leitrim. Manon said that CTM Sweeping paid for several of Jean-Guy’s expenses, including his cell phone, gasoline and a house cleaner. Manon also said that CTM Sweeping paid some of Ms. Cassan’s expenses, including her cell phone and for a credit card she used for gas.

[69] I cannot accept that Todd and Colin, and not their father, made decisions about disbursements made by CTM Sweeping, because I do not believe that Todd and Colin would have directed CTM Sweeping to pay for any of Ms. Cassan’s expenses; there was obvious hostility between Todd and Colin and Ms. Cassan. However, a company controlled by Jean-Guy would have paid expenses for Ms. Cassan.

[70] It also does not make sense to me that CTM Sweeping would own Jean-Guy’s house and pay Jean-Guy’s expenses, if Jean-Guy had no control over or interest in the company. There was no explanation for this offered by Todd or Colin. Further, while not impossible, it seems to me highly unlikely that Todd and Colin would have named a company they controlled after themselves and their sister, particularly when they were in their late teens and early 20s; it is far more likely that Jean-Guy would have done this.

[71] I am satisfied that although CTM Sweeping was incorporated in Todd’s and Colin’s names, and Todd and Colin were the shareholders, while Jean-Guy was alive, Jean-Guy was the sole decision-maker in respect of the company and had total control over its expenditures. This conclusion is consistent with para. 10 of Todd’s March 31, 2025 affidavit, which he did not withdraw. In that paragraph, Todd said that part of the reason Jean-Guy gave him and Colin properties so close to CTM Sweeping was so that it would be easy for them to maintain the company. Todd said: “Because of this, our father decided that CTM Sweeping would support construction of my house, as well as various expenses for both mine (sic) and Colin’s houses.” It is evident from this last sentence that it was Jean-Guy who was making decisions about what CTM Sweeping would pay for.

[72] In short, I accept the evidence in Todd's March 31, 2025 to the effect that Jean-Guy was the sole decision-maker in respect of CTM Sweeping and was the only person who made decisions about payments from the company, including in respect of 4016 Leitrim and 4018 Leitrim.

(2) Todd's evidence with respect to who paid for the construction of the house at 4048 Leitrim and how much it cost

[73] Todd said that he built the house at 4048 Leitrim at his own expense and that his father and his godfather helped him. Todd said his father mainly "bartered services which in turn provided us with most of the materials for the house." He said his father gave a truck to the person who did the flooring, and a tenant built the decks and pool rather than paying rent for a few months. Todd said there were other arrangements were also made. He said his godfather did the doorframes, drywall and mudding.

[74] Todd said that about six months after they started to build the house, he and his father got financing to pay for the rest of the costs. He said that he believes that he and his father were jointly liable. (As noted above, he denied the last sentence on cross-examination, calling it a lie.)

[75] In his March 31, 2025 affidavit, Todd unequivocally stated: "Between the bartering and labour, we managed to build the house for under $50,000. Had we hired professionals, the cost would have been at least triple." In a table later in the same affidavit, he indicated that the construction cost of building 4048 Leitrim was $150,000, and not under $50,000, as he had stated earlier in the affidavit.

[76] On cross-examination, Todd said that he had borrowed and paid $150,000 to build the house and not $50,000.

[77] I cannot believe and do not accept Todd's cross-examination evidence that he borrowed $150,000 to build the house. This evidence is not consistent with his other evidence. Specifically, Todd had said he paid $50,000 for the house but if they had hired professionals, the cost would have been at least triple. He also said that at the time he and his father built the house, it was worth less than $200,000. If it would have cost three times more than it did to build the house if they had hired professionals, and if he had actually paid $150,000 to build the house, the cost of building

the house would have been $450,000. If it would have cost $450,000 to build the house if they had hired professionals, I cannot accept that it would have been worth less than $200,000. Todd's evidence makes sense if he built the house for $50,000.

[78] I find that the house at 4048 Leitrim was built for $50,000. I do not accept Todd's evidence that he paid this amount. I find, on a balance of probabilities, that Jean-Guy paid this amount through CTM Sweeping. I have reached this conclusion in part because Todd specifically said that Jean-Guy had decided that CTM Sweeping would support construction of his house and various expenses for his and Colin's houses. Further, Jean-Guy later purchased a house for Colin; it would make sense for him to have treated his two sons equally.

Constructive trust: Was there an enrichment or benefit to the estate of Jean-Guy?

[79] Todd and Colin argue that Jean-Guy's estate was enriched by or benefited from the construction of the house at 4048 Leitrim. Obviously, a property with a house on it is more valuable than vacant land.

[80] Lise argues that there was no benefit to the estate, because when the estate trustees appraised the land at 4048 Leitrim for purposes of the inventory of the estate's assets, they appraised the land only and did not include the value of the house in the inventory. On cross-examination, Manon said that this was done, with the approval of legal counsel, because the estate considered the land at 4048 Leitrim to be an estate asset, but not the house.

[81] I have concluded that CTM Sweeping paid for the construction of the house at 4048 Leitrim. Because there is no evidence that Jean-Guy personally paid for the construction of the house at 4048 Leitrim, and because his estate holds legal title to 4048 Leitrim, which includes the house and the land, I find that the estate has been enriched by or benefitted from the construction of the house.

Constructive trust: Was there a corresponding deprivation of the plaintiff [Todd]?

[82] Todd has not satisfied me that he has suffered deprivation corresponding to the enrichment or benefit to Jean-Guy's estate resulting from the construction of the house. I have concluded that

CTM Sweeping paid for the construction of 4048 Leitrim. I have also concluded that Jean-Guy was the sole decision-maker for CTM Sweeping and controlled what CTM Sweeping paid for. Todd admitted that CTM Sweeping paid for all maintenance costs, insurance and property taxes and that the expenses CTM Sweeping paid were in addition to his salary. Todd has been living at 4048 Leitrim since around 2001. There was no evidence that Todd ever paid rent to CTM Sweeping or Jean-Guy.

[83] Todd argues that he paid $156,575.88 to renovate 4048 Leitrim. As I noted above, receipts for only $31,866 clearly pre-date 2023, and the balance bear indiscernible dates or are dated in 2023 or later. Lise's notice of application was issued in May 2022. It is not clear to me when the notice was served, however, the estate's costs outline includes legal fees incurred as early as February 2023, so Todd, who was initially one of the estate's executors, would have had notice of Lise's claim by that time. Todd cannot claim deprivation based on renovations he undertook after he knew of Lise's application; he undertook those renovations at his own risk.

[84] It is not clear to me whether Todd or CTM Sweeping paid the $31,866 in pre-2023 renovation costs. Even if Todd paid them personally, the amount is much less than it would have cost Todd to rent the house for 20 years. (At even $500/month, rent for 20 years would have totalled $120,000.)

[85] For these reasons, I find there was no deprivation to Todd corresponding to the enrichment of Jean-Guy's estate resulting from the construction of the house at 4048 Leitrim.

Constructive trust: Was there a juristic reason for the enrichment?

[86] As Todd has failed to prove deprivation to him corresponding to the enrichment of Jean-Guy's estate, I do not need to consider whether there was a juristic reason for the enrichment to the estate.

Conclusion in respect of constructive trust

[87] Todd has failed to demonstrate that Jean-Guy's estate was unjustly enriched to his detriment as a result of the construction of the house at 4048 Leitrim. It follows that Todd's request for a constructive trust over the house is denied.

Resulting trust

[88] Todd and Colin argue that Jean-Guy's estate holds 4048 Leitrim by way of a resulting trust for Todd.

[89] They argue that a resulting trust has the effect of returning property to the person who is entitled to it beneficially. (*Kerr*, at para. 16.)

[90] I have difficulty appreciating how the law Todd and Colin presented to me in respect of resulting trust applies to Todd's interest in 4048. This was not a situation where there was a gratuitous transfer of property, for example, as in *Reid v. Reid Estate*, 2010 ONSC 2320.

[91] Todd and Colin argue that Todd was the beneficial owner of 4048 Leitrim, because he was responsible for all financial contributions and improvements to the property. They argue that Jean-Guy's intention was always that Todd would own 4048 Leitrim.

[92] I reject the argument that Todd was the beneficial owner of 4048 Leitrim. I have already found that CTM Sweeping, and not Todd, paid for the construction of 4048 Leitrim and its related expenses. Further, Jean-Guy left 4048 Leitrim to Todd in his will. The record supports a conclusion that Jean-Guy wanted Todd to have both legal and beneficial ownership of 4048 Leitrim, but not until after Jean-Guy died. I have reached this conclusion for several reasons:

- Jean-Guy met with a lawyer several times to discuss his estate plan. He could have transferred 4048 Leitrim to Todd at any time before he died but did not.

- The property at 4048 Leitrim is 25.58 acres in size. In the Villeneuve action and the Villeneuve application, Todd is asking for legal and beneficial ownership of the entire parcel. In January of 2022, just days after Jean-Guy's death, the land at 4048 Leitrim was

appraised at $640,000, not including the value of the house. An overhead photograph of the property at 4048 Leitrim included the January 2022 appraisal report shows that the house is on a tiny portion of what is primarily vacant land. The report describes the land as being generally cleared with portions that are gravel-covered. The property is described as being adjacent to CTM Sweeping, where vehicles and equipment were stored. Vehicles and equipment were also being stored at 4048 Leitrim. Some of the vehicles or equipment appear from the photograph to straddle the boundary between the CTM Sweeping property, at 4020 Leitrim, and 4048 Leitrim. It appears that CTM Sweeping was using part of the western portion of the 25.58-acre parcel that is 4048 Leitrim to store vehicles and equipment.

- There was no suggestion in the record that Jean-Guy intended to give Todd 25.58 acres of land, some of which was being used by CTM Sweeping, before he died. Todd said in his evidence that the property at 4048 Leitrim that Jean-Guy gave him was worth just over $25,000. There was no evidence that the portion of the property where Todd's house was built had been severed from the balance of the property.

- There was evidence that Jean-Guy considered himself to have at least some rights to the house at 4048 Leitrim. When he died, the address on Jean-Guy's driver's licence was 4048 Leitrim. On cross-examination, Manon said that Jean-Guy liked to go to 4048 Leitrim, that he would sleep on the couch there and that he would come and go when he wanted to. Manon said she didn't know whether Jean-Guy lived there, although, in an answer to an undertaking, Manon said Jean-Guy did not live there.

- Jean-Guy's terminal tax return included a designation of principal residence that showed that Jean-Guy considered 4048 to be his principal residence for a period of six years. The six- year period was not specified. In an answer to an undertaking, Jean-Guy's accountants said this information was provided to them by Jean-Guy.

[93] For these reasons, I reject Todd's argument that he has a resulting trust over 4048 Leitrim.

Gift

[94] Todd and Colin argue that Jean-Guy gave 4048 Leitrim to Todd as a gift. When a parent gratuitously transfers property to an adult child, the law presumes that the recipient holds the property by way of a resulting trust for the parent. To rebut this presumption, and to prove that the transfer was a gift, the adult child must demonstrate that: (a) the donor intended to gift the property; (b) the gift was accepted by the recipient; and (c) a sufficient act of delivery or transfer of the property occurred to complete the transaction. The recipient's evidence must be clear, convincing and cogent evidence. (*Falsetto v. Falsetto*, 2023 ONCA 469, at para. 27.)

[95] Jean-Guy did not transfer 4048 Leitrim to Todd. The *Statute of Frauds*, R.S.O. 1990, c. S. 19 requires agreements to transfer interests in land to be in writing. In any event, I am not persuaded that Jean-Guy ever intended that Todd would own the house or the land at 4048 Leitrim while Jean-Guy was still alive. As I noted above, 4048 Leitrim, which was a 25.58-acre property, part of which was used to store vehicles and equipment for CTM Sweeping. The portion of the property where the house was located was never severed from the balance of the property. There was no evidence that Jean-Guy intended to give Todd any of the land at 4048 Leitrim while he, Jean-Guy, was still alive.

[96] Manon said that after Jean-Guy died, she obtained an appraisal of the land at 4048 Leitrim, but not the house. She said this was done because the house belonged to Todd, but the land belonged to Jean-Guy. Manon said she understood that the house at 4048 was built on the large parcel of land, referring to the 25.58 acres, and not on a separate parcel. Manon does not appear to have believed that Jean-Guy had given any land to Todd.

[97] In his affidavit, Todd said that transferring the title of 4048 Leitrim into his name did not occur to his father or to him, because Jean-Guy had left it to him in his will. I infer from this evidence that Todd understood that he would not own 4048 Leitrim until his father died.

[98] Further evidence that Jean-Guy did not intend to give Todd 4048 Leitrim while Jean-Guy was still alive is the evidence I referred to above that Jean-Guy used 4048 Leitrim as the address on his driver's licence, that Jean-Guy spent as much time at 4048 Leitrim as he wanted, coming and going as he pleased, and that Jean-Guy declared 4048 Leitrim to be his principle residence for six years. Jean-Guy treated 4048 Leitrim as though he had rights to it.

[99] Jean-Guy funded (through CTM Sweeping) and helped build a house at 4048 Leitrim for Todd to live in on land that he, Jean-Guy, at least in part so that Todd would continue to live beside CTM Sweeping at 4020 Leitrim. On the record before me, I cannot decide whether Jean-Guy's intention was to tie Todd to 4048 Leitrim by ensuring that Todd could not move away without leaving his house behind, or whether, as Todd said, there was simply no reason for Jean-Guy to transfer to Todd the land on which the house was located, because Todd would become the owner once Jean-Guy died.

[100] Regardless, for these reasons, I reject Todd and Colin's argument that Jean-Guy gave 4048 Leitrim to Todd as a gift.

Conclusion with respect to whether 4016 and 4048 Leitrim were assets of Jean-Guy's estate

[101] In conclusion, I find that Jean-Guy held 4016 Leitrim in trust for Colin. Accordingly, I find that 4016 Leitrim was not an asset of Jean-Guy's estate.

[102] I find that Jean-Guy did not hold 4048 Leitrim in trust for Todd, either by way of constructive or resulting trust, and that Jean-Guy did not give 4048 Leitrim to Todd as a gift. Accordingly, I find that 4048 Leitrim was an asset of Jean-Guy's estate.

ISSUE: The amount of Lise's support entitlement

[103] As I noted at the outset, Lise is asking for a lump sum of $1,136,000 in past and ongoing support to be paid by Jean-Guy's estate.

[104] The estate argues that Lise's claim is excessive. The estate submits it would be proper for Lise's support to be continued at the interim rate of $2,000/month, for a maximum of 10 years. The estate argues that the arithmetical value of this amount, $240,000, represents approximately 50 per cent of its assessment of the value of the estate's assets. (The estate's assessment of the value of the estate's assets did not include the value of 4048 Leitrim, which I have now decided should be included.)

[105] In my decision of August 29, 2024, I concluded that Lise was a dependant of Jean-Guy. I found that, under s. 57(1) of the *SLRA*, Lise was the spouse of Jean-Guy, and that Jean-Guy was

providing support or was under a legal obligation to provide support to Lise immediately before his death.

[106] In my August 2024 decision, I noted that it was not in dispute that Jean-Guy did not provide for Lise in his will. Jean-Guy also did not name Lise as the beneficiary of any investments or insurance policies. In my August 2024 decision, I found that Lise, who was 74 at the time, had a very modest income and was in poor health. Although it is now evident that Lise's income was higher than the evidence suggested in 2024, Lise's situation has not improved appreciably in the interim. In August 2024 I was satisfied, and I remain satisfied, that in the words of s. 58(1) of the *SLRA*, Jean-Guy did not make "adequate provision for proper support of [Lise]." In the words of s. 58(1) of the *SLRA*, I may, therefore, order that such provision as I consider adequate be made out of Jean-Guy's estate for the proper support of Lise.

[107] In considering the provision for proper support that would be adequate in this case, I adopt paras. 71 to 74 of my colleague Jensen J.'s decision in *Shapiro v. Shapiro*, 2025 ONSC 2781, which I reproduce below, excluding footnotes:

> ***Determination of Proper Support***
>
> [71] The purpose of Part V of the SLRA is to change the distribution of an estate when testamentary intentions do not provide adequate support to dependants: s. 58(1) of the SLRA.
>
> [72] The legal principles applicable to a dependant's relief claim under Part V of the SLRA were aptly summarized by Fregeau J. in *Shiomi v. Jarvela*, 2025 ONSC 468, (*Shiomi)* at para. 35, where he reiterated and summarized Sanfilippo J.'s analysis from *Anderson v. Andrew*, 2023 ONSC 6643, 95 R.F.L. (8th) 33, at paras. 46-56, as follows:
>
> (i) An application for dependant's relief under Part V of the SLRA is a legislative limitation on the right of a testator to dispose of their assets as they choose, referred to as testamentary autonomy.
>
> (ii) The scope for judicial interference with a testator's private testamentary dispositions is limited. The testator's freedom to dispose of their property as they wish means that no one, including a spouse, is entitled to receive anything under a testator's will, subject to legislation that imposes obligations on a testator.

(iii) An applicant in a dependant's relief claim under the SLRA has the burden of persuading the court, on a balance of probabilities, that the testator did not make "adequate provision" for his/her "proper support".

(iv) A determination of the adequacy of the support must take into consideration both the legal obligations that the testator had during his lifetime and the moral obligations that arose as a result of society's expectations of what a judicious person would do in the circumstances.

(v) In the application of this principle and when considering all the circumstances of an application for dependant's relief, the court must consider:

a) What legal obligations would have been imposed on the deceased had the question of provision arisen prior to the testator's death; and

b) b) What moral obligations arise between the deceased and his or her dependants as a result of society's expectations of what a judicious person would do in the circumstances.

(vi) A supporting spouse has a "strong moral obligation" to provide for a dependant spouse if the size of the estate permits.

(vii) The determination of whether the deceased adequately provided for the dependant and, if not, the determination of the support that is required, does not give license to re-write a will or to disregard the testator's freedom to transfer their assets as they wish.

(viii) The court's role when the testator has not provided adequate support is to determine the proper limitation on testamentary freedom that is necessary to give effect to the statutory entitlement of a dependant.

(ix) Judges are not limited to conducting a needs-based economic analysis in determining what disposition to make. Consideration of "support" in the SLRA can include expenses that some might find non-essentials or luxuries.

[73] In *Cummings*, the Court of Appeal stated that when examining an application for dependent's relief, the court must consider:

(a) what legal obligations would have been imposed on the deceased had the question of provision arisen during his lifetime; and,

(b) what moral obligations arise between the deceased and his or her dependants as a result of society's expectations of what a judicious person would do in the circumstances.[7]

[74] Further, in determining the amount and duration of support the court must consider the following relevant factors under s. 62(1) of the SLRA:

(a) The dependant's current assets and means;

(b) The assets and means that the dependant is likely to have in the future;

(c) The dependant's capacity to contribute to his or her own support;

(d) The dependant's age and physical and mental health;

(e) The dependant's needs, in determining which the court shall have regard to the dependant's accustomed standard of living;

(f) The proximity and duration of the dependant's relationship with the deceased;

(g) The contributions made by the dependant to the deceased's welfare, including indirect and non-financial contributions;

(h) The circumstances of the deceased at the time of death;

(i) Any agreement between the deceased and the dependant;

(j) Any previous distribution or division of property made by the deceased in favour of the dependant by gift or agreement or under court order;

(k) The claims that any other person may have as a dependant;

(l) If the dependant is a spouse - the length of time the spouses cohabited;

(m) Any other legal right of the dependant to support, other than out of public money.

(n) any previous distribution or division of property made by the deceased in favour of the dependant by gift or agreement or under court order;

(o) the claims that any other person may have as a dependant;

[…] (intentionally omitted)

(r) if the dependant is a spouse,

> (i) a course of conduct by the spouse during the deceased's lifetime that is so unconscionable as to constitute an obvious and gross repudiation of the relationship,
>
> (ii) the length of time the spouses cohabited,
>
> (iii) the effect on the spouse's earning capacity of the responsibilities assumed during cohabitation,
>
> (iv) whether the spouse has undertaken the care of a child who is of the age of eighteen years or over and unable by reason of illness, disability or other cause to withdraw from the charge of his or her parents,
>
> (v) whether the spouse has undertaken to assist in the continuation of a program of education for a child eighteen years of age or over who is unable for that reason to withdraw from the charge of his or her parents,
>
> (vi) any housekeeping, child care or other domestic service performed by the spouse for the family, as if the spouse had devoted the time spent in performing that service in remunerative employment and had contributed the earnings to the family's support,
>
> (vi.1) Repealed: 2005, c. 5, s. 66 (10).
>
> (vii) the effect on the spouse's earnings and career development of the responsibility of caring for a child,
>
> (viii) the desirability of the spouse remaining at home to care for a child; and
>
> (s) any other legal right of the dependant to support, other than out of public money.

[108] In para. 75 of her decision in *Shapiro*, Jensen J. adopted the four-part approach to determining support, set out in para. 12 of *Bolte v. McDonald Estate*, 2023 ONSC 3429, at para. 12:

> [12] At para. 33 of his reasons, the application judge quoted this court in *Quinn v. Carrigan*, [2014] O.J. No. 4589 for the applicable legal test when determining adequate financial provision for a dependant:

> The Divisional Court addressed the approach to be taken in dependants' relief claims in *Quinn v. Carrigan*. The Court noted that the determination of "adequate" financial provision for a dependant under the *SLRA* is discretionary and is not an exact science (at para. 79). The court, adopting from the decision of J.R. Henderson J. in *Perilli v. Foley Estate*, described the manner by which the court must approach the task, as follows (at para. 82):
>
> > [82]...Therefore, in a claim under section 58 of the *SLRA* in Ontario, I find that the court must first identify all of the dependants who may have a claim on the estate. Then, the court must tentatively value the claims of those dependants by considering the factors set out in the legislation and the legal and moral obligations of the estate to the dependants. Thereafter, the court must identify those non-dependant persons who may have a legal or moral claim to a share of the estate. Lastly, the court must attempt to balance the competing claims to the estate by taking into account the size of the estate, the strength of the claims, and the intentions of the deceased in order to arrive at a judicious distribution of the estate. This exercise may involve the prioritization of the competing claims.

[109] To assess the issue of adequate provision for proper support for Lise, I will use as my guide the four-part approach identified in *Quinn* and adopted by Jensen J. in *Shapiro*, considering the principles and factors set out in paras. 72 and 73 of *Shapiro* and s. 62(1) S*LRA*.

The four-part approach

ONE: Identify all of the dependants who may have a claim on the estate.

- Jean-Guy had no dependants other than Lise.

TWO: Tentatively value the claims of those dependants by considering the factors set out in the legislation and the legal and moral obligations of the estate to the dependants.

- I will tentatively value Lise’s claim, below. (See: Part two of the approach, below.)

THREE: Identify those non-dependant persons who may have a legal or moral claim to a share in the estate.

- The non-dependant persons with a legal or moral claim to a share of Jean-Guy's estate are Jean-Guy's three children, Manon, Todd and Colin, the beneficiaries of Jean-Guy's estate under his will.

*FOUR: Attempt to balance the competing claims to the estate taking into account, the size of the estate, the strength of the claims and intentions of the deceased to arrive at a judicious distribution of the estate. This exercise may involve the prioritization of competing claims***.**

- I attempt to will balance Lise's claim and the claims of Jean-Guy's three children, below. (See: Part four of the approach, below.)

Part Two of the approach: A tentative valuation of Lise's claim

[110] In determining the amount and duration of support, I must consider all of the circumstances of the application, including the factors under s. 62(1) of the *SLRA*. My consideration of the relevant s. 62(1) factors is set out below:

The dependant's current assets and means (s. 62(1)(a))

[111] In my decision of August 2024, I found that Lise's income was in the $22,000 range. At the September 2025 hearing, new evidence was available. Notices of assessment showed that Lise's total income was $31,072 for 2023 and $29,712 for 2024. This income is from a disability pension, the Canada Pension Plan and Old Age Security. The estate noted that in 2023 and 2024 Lise's income included dividends from a taxable Canadian corporation. The dividends were $469 in 2023 and $166 in 2024. Lise says that these dividends were from a small life insurance policy.

[112] Since September 2024, Lise has also received the $2,000 in monthly support I ordered Jean-Guy's estate to pay her on an interim basis.

[113] In my August 2024 decision, I characterized Lise's income as "modest." That characterization has not changed.

[114] I would also characterize Lise's assets as being "modest." Lise owns a 2021 Kia vehicle, which Jean-Guy gave to her. There was no evidence about its value. Lise owned a house trailer,

which Jean-Guy purchased for her and which she sold for $50,000. Lise says she sold the trailer to pay for living expenses and to pay legal fees for this litigation.

[115] Manon says Jean-Guy gave Lise $30,000 several months before his death. Lise says Jean-Guy gave her $10,000, not $30,000. I cannot reconcile this contradictory evidence.

[116] Manon, Todd and Colin gave Lise $15,000 after Jean-Guy died and before she started this application.

The assets and means that the dependant is likely to have in the future; the dependant's capacity to contribute to his or her own support; the dependant's age and physical and mental health; and the measures available for the dependant to become able to provide for his or her own support and the length of time and cost involved to enable the dependant to take those measures (ss. 62(1)(b), (c), (d) and (f))

[117] I find that Lise's financial situation will not improve in the future.

[118] Lise is 76 years old. She has a fourth-grade education and has difficulty reading and writing. She suffers from health issues including congestive heart failure, chronic obstructive pulmonary disease, osteoarthritis and chronic back pain. She was successfully treated for renal cancer in 2023. Lise was hospitalized in December of 2024 and again in April of 2025 for psychiatric reasons. In April, upon admission, she was diagnosed with a major neurocognitive disorder, "probable mixed etiology (Alzheimer's disease and vascular disease.)" Subsequent medical evidence that should have been available, including her hospital discharge statement, was not produced and there was evidence that her driver's licence had not been suspended. The nature of Lise's neurocognitive disorder and its impact on her life was not clear from the evidence.

[119] Nonethless, I am satisfied that Lise will not be able to contribute to her own support.

The dependant's needs, in determining which the court shall have regard to the dependant's accustomed standard of living (s. 62(1)(e))

[120] Lise's current and future needs are in dispute.

Lise's position

[121] Lise is currently living in a retirement residence in Stittsville, a community in Ottawa's deep west end. She pays $3,150/month to live there. This amount includes food, utilities, cable television, bed linen laundry and weekly housekeeping.

[122] Lise says she would like to move to Almonte, to be closer to her daughter who lives there.

[123] Lise expects to require assisted living services in the future, possibly including a level of assistance known as "memory care" which is provided to patients who have dementia.

[124] Lise has identified a retirement residence in Almonte she says is about eight minutes by car from her daughter's home. Studio apartments at this residence cost at least $4,200/month. Laundry costs $465/month. An "assisted living" package costs an additional $3,068. The "assisted living" services include laundry, daily bed-making, bathroom cleaning and garbage removal, medication management and 1.5 hours daily of personalized care. The residence also offers a "memory living" package at a cost of $7,700/month.

[125] Lise says her annual needs total $101,936. This assumes that would be living in a bachelor apartment at the Almonte residence at a cost of $4,200/month, with the assisted living program at an additional cost of $3,068/month. She estimates that she would require $5,000 annually for clothing, $720 for a cell phone, $2,000 for medical and dental needs and $7,000 for toiletries and cosmetics, personal care and miscellaneous expenses.

[126] Lise says her annual income is $26,000, and that her annual needs of $101,936 leave her with a shortfall of $76,000. (As I noted above, Lise's 2024 notice of assessment shows that her income in 2024 was $29,712.)

[127] Lise says she enjoys travelling but would be unable to do so in the future without someone to assist her. She estimates that travelling to Florida, with an assistant, would cost about $20,000. She would like to take two more trips to Florida, at a total cost of $40,000.

[128] Lise submits, based on life expectancy statistics from Statistics Canada, that she can expect to live for another 13 years, to age 89.

The estate's position

[129] The estate argues that Lise's estimate of her needs is too high and unsupported by the evidence. In particular, the estate submits the following:

- Lise does not need to relocate. Lise's evidence is that she loves the residence in Stittsville where she is currently living. The estate submits that it would simply be more convenient for Lise's daughter if Lise were living in Almonte.

- Lise did not produce any evidence about the cost of retirement residences in Stittsville, Almonte or elsewhere, other than the residence in Almonte she would like to move into, which is considerably more expensive than where she is currently living. The estate says that, consequently, the reasonableness of her request to move to her preferred residence in Almonte cannot be assessed.

- Lise filed little medical evidence and no medical or other expert evidence about what her future needs are likely to be.

- Lise filed no personalized evidence about her life expectancy

[130] The estate says that, when the $2,000 in interim support the estate is currently paying is included, Lise's monthly income is $4,398.37. The estate estimates Lise's current monthly expenses to be $3,661.59. The estate argues that Lise's income currently exceeds her needs by about $700/month.

Analysis

[131] Determining Lise's needs, particularly her future needs, is a challenging task based on the available evidence.

[132] In an affidavit sworn May 2025, Lise's daughter, Christine McKale, formerly Christine Valenti, said that she believes that Lise will require assisted living services in the future. Christine's evidence was fair, in that she said she does not know when these services will be required, and that Lise's physicians do not know how quickly or when Lise's condition will decline. Christine said, however, that she has witnessed an on-going decline in Lise's condition since Jean-Guy passed away. In her affidavit, Christine said both that she believed that Lise would

require these services in the next two to three years (which, as she swore her affidavit in May 2025, would be beginning in May 2027 to May 2028) and that the best option for Lise would be assisted living services starting in 2027.

[133] Unfortunately, the medical evidence in the record is scant and not very helpful.

[134] There is evidence that Lise was hospitalized in December of 2024 and again in April of 2025, for psychiatric reasons.

[135] In an affidavit sworn June 2025, Lise said her family had been concerned about her in December 2024 because she had been speaking to God and people she did not know on Facebook. At that time, Lise's condition was described as a hypomanic state with psychotic features. Her doctors discontinued an ADHD medication they believed may have been responsible for her symptoms. Lise was discharged from the hospital on December 20, 2024.

[136] Against medical advice, in January 2025, Lise went to Florida for three months, during which time she also went on a cruise with Christine. Doctors at the hospital had recommended further changes to her medication if her symptoms persisted. Because of the trip to Florida, her doctors were unable to monitor her.

[137] Lise returned to the hospital for three weeks in April. At that time, she reported that she believed that Manon was practising witchcraft and casting spells on her.

[138] In an assessment dated April 16, 2025, a psychiatrist, Dr. Mouravska, diagnosed Lise with a major neurocognitive disorder, likely caused by Alzheimer's-type neurodegeneration and vascular disease. Dr. Mouravska said that imaging revealed both mild cerebral atrophy consistent with Alzheimer's disease and evidence of vascular involvement. Dr. Mouravska identified episodic memory deficits, executive dysfunction, language deficits and impaired attention and concentration. Dr. Mouravska noted that delirium and psychosocial stressors may have been contributing to Lise's symptoms. Dr. Mouravska also noted that Lise's limited education and literacy skilled would reduce her cognitive reserve and coping capacity.

[139] Dr. Mouravska said that, taken together, Lise's clinical picture reflected "the confluence of progressive neurodegeneration, cerebrovascular disease, possible emergence of acute delirium and possible prescribed stimulant-related psychiatric destabilization" that had been identified in December 2024. Dr. Mouravska prescribed several changes to Lise's medications. She also recommended further investigations, including a capacity and functional assessment, and consideration of whether the Ministry of Transportation should be notified, as she was aware that Lise was continuing to drive her car.

[140] Although Lise was not discharged from the hospital until May 6, 2025, the record did not include any medical evidence after April 16, 2025. There was no evidence of the effects of the modifications to Lise's medication prescribed by Dr. Mouravska. There was no evidence with respect to whether the capacity and functional assessment Dr. Mouravska had recommended had been conducted. The hospital's discharge summary was not in evidence.

[141] In her June 2025 affidavit, Lise said that, following her discharge from hospital, she had been followed by her family physician, Dr. Poliquin. There was no evidence from Dr. Poliquin.

[142] There was evidence, however, that as late as June 2025, Lise was continuing to drive her car and that this included driving herself from Stittsville, in the deep west end of Ottawa, to play poker on the east side of the city. Lise's evidence was that no doctor had told her not to drive and that she intends to drive for at least another year. Christine says that, in her opinion, Lise will be able to drive throughout 2026 but not afterwards.

[143] As Lise was able to produce Dr. Mouravska's report of April 2025, I see no reason why she could not have produced other records relating to her April to May 2025 hospital stay, including the results of the assessments Dr. Mouravska recommended, if they were undertaken, and her discharge summary. There was no report from Lise's family doctor, who was to follow her post-discharge. No explanation was offered for the absence of this evidence.

[144] I infer from Lise's failure to produce this medical evidence that she did not believe that it would have enhanced her position in this litigation.

[145] As I noted above, Lise's daughter said that Lise's doctors could not say when or how quickly Lise's condition would decline. I consider this evidence to be admissible under the exception to the hearsay rule in respect of statements against interest.

[146] Dr. Mouravska's report included a note from a Dr. Lemay who had seen Lise in May 2024. Dr. Lemay reported that Lise had presented with cognitive difficulties for more than two years, which had become more significant following the death of her spouse, although Dr. Lemay did say, "I am not overly concerned about neurodegeneration at this time." As I noted above, however, in her report, Dr. Mouravska referred to "progressive neurodegeneration".

[147] Having considered all of the evidence, including the evidence about Lise's many physical health conditions, the available evidence about her 2024 and 2025 hospitalizations and the evidence about her educational and literacy deficits, I am of the view that it is reasonable to conclude that Lise will require assisted living services of some nature at some point in the future.

[148] Christine's estimate, as a non-expert but as someone who knows her mother well, is that Lise will likely require assisted living services within two to three years of May 2025, which would be May of 2027 to May of 2028. As Lise failed to file medical or expert evidence to assist me to determine when she may require these services, I do not propose to give her the benefit of any doubt. I find, on the available evidence, that it is reasonable to conclude that there is a real and substantial possibility that Lise will require funds to support some assisted living services as of the beginning of 2029.

[149] Lise has not satisfied me that moving to the residence she has identified in Almonte is necessary or even that it would improve the quality of her life. The Almonte residence is more expensive than Lise's current residence. As the estate argued, Lise's failure to provide evidence about the cost of other residences in the Stittsville, Ottawa and Almonte areas has deprived me of an opportunity to consider whether the expense associated with the Almonte residence is reasonable. Lise's evidence was that she "loves" where she is currently living in Stittsville. I am not persuaded that her needs include a move to a more expensive residence, even though it is closer to Christine's home, particularly when she loves where she lives now.

[150] Lise's evidence shows that, with the $2,000/month in interim support I ordered Jean-Guy's estate to pay her, she can pay for her current residence, which includes food, utilities, cable television and housekeeping services. Lise is able to pay $100/month for parking. Lise's evidence is that she has little if any money left over for anything non-essential, for example, entertainment or recreation. Lise also argues the amount she is spending is not reflective of her actual needs, because she cannot spend money that she does not have and therefore goes without.

[151] I note, however, that when, in her factum, Lise estimated her annual projected expenses to be $101,936, some of the line items were not supported by her evidence. In her factum, Lise estimated that she requires $5,000 per year for clothing, $3,000 per year for toiletries and cosmetics and $3,000 per year for personal care, including manicures, pedicure, massages and a hairdresser. In her affidavit, Lise said that she requires only $2,000 for clothing, $1,500 for toiletries and cosmetics and $2,000 for personal care.

[152] As I indicated above, the estate argues that, at present, in addition to paying for her retirement residence, Lise is able to pay for her cell phone, to have her hair and nails done, for her monthly poker night and for insurance and gas for her car, and that she has a surplus of around $700/month. The estate's argument is supported by the record.

[153] While I accept Lise's argument that she can only spend the money she has, and would spend more if she had more, I note that when she was cross-examined, she said that all of her needs were being met at her current residence, and that there wasn't anything that she believed she wasn't getting while she was there.

[154] I am mindful that adequate provision for proper support under the *SLRA* means more than support at a subsistence level. (*Batchelor v. Radawez,* 2015 ONSC 6764, at para. 78.) In *Batchelor*, the court found that the 70-year-old applicant should be able to live independently, enjoy a comfortable lifestyle and take care of her medical needs.

[155] Having considered all of the evidence, I find that Lise is able to live comfortably, in a place she loves, on her current income, supplemented by the $2,000/month in interim support paid by Jean-Guy's estate. The evidence shows that she can afford to pay for her residence, her car, her

cell phone, her hair and nail appointments and her poker games and that she still has money left over, to spend at her discretion, on clothing and personal items.

[156] I am doubtful that Lise has sufficient income to pay for the annual travel she and Jean-Guy had enjoyed. Although she was able to go to Florida for three months and to take a cruise in 2025, the trip to Florida was not expensive. Lise said she drove there with a friend and stayed at the friend's home. Lise said Christine paid for the cruise. Lise and Jean-Guy went to the Caribbean for two weeks each year. I find that Lise does not currently have sufficient income to pay for vacations such as this.

[157] I have found that there is a real and substantial possibility that Lise will require some assisted living services in the future as of 2029, such as medication management and perhaps some personal care. I find she will require more support on a monthly basis at the time to pay for these services. Unfortunately, although there was evidence of the cost of an assisted living package at the residence in Almonte Lise said she would like to move to, there was no evidence in the record with respect to the cost of services that might be available where she is currently residing, either as a package or on a piecemeal basis.

The measures available for the dependant to become able to provide for her own support and the length of time and cost involved to enable the dependant to take those measures (s. 62(1)(f))

[158] I am satisfied that Lise, who is 76 and receives a disability pension, will not be able to provide for her own support in the future, beyond her current pension income.

The proximity and duration of the dependant's relationship with the deceased (s. 62(1)(g)); the contributions made by the dependant to the deceased's welfare, including indirect and non-financial contributions (s. 62(1)(h); the contributions made by the dependant to the acquisition, maintenance and improvement of the deceased's property or business (s. 62(1)(i)); a contribution by the dependant to the realization of the deceased's career potential (s. 62(1)(j))

[159] In my decision of August 2024, I found that Lise and Jean-Guy began to live together around 2006 and that they continued to do so until Jean-Guy died in January 2022, a period of about 16 years.

[160] I am satisfied that, although Jean-Guy had hired a house cleaner, Lise kept the house tidy on a day-to-day basis. Lise also prepared some meals and bought groceries.

[161] Lise and Jean-Guy had an active social life together.

[162] Although there was no evidence that Lise was instrumental to Jean-Guy's business, I accept her evidence that she helped him with the business from time to time: Lise attended car and truck auctions with Jean-Guy, took messages for him and handled some purchasing for the business.

[163] Lise cared for Jean-Guy when he became ill. Before the COVID-19 pandemic, she slept in the hospital so that she could stay with Jean-Guy. Lise was Jean-Guy's contact person during the pandemic. She also arranged for nurses and social workers to assist him following his release from hospital. She advocated for him when she felt that the care he was receiving in hospital was not what he required.

[164] Although the estate saw fit to file evidence in response to Lise's application to show that Jean-Guy had relationships with other women during the time Lise and Jean-Guy were living together, I am satisfied that they had a close and supportive relationship. As I noted in my August 2024 decision, and in this decision, above, despite the efforts of Manon, Todd and Colin to minimize Lise's role in Jean-Guy life once this litigation started, Lise was described as Jean-Guy's "long-time partner" in Jean-Guy's obituary, her daughter was described as Jean-Guy's stepdaughter and her grandchildren as Jean-Guy's step-grandchildren.

Whether the dependant has a legal obligation to provide support for another person (s. 62(1)(k))

[165] Lise has a daughter and grandchildren but has no legal support obligations.

The circumstances of the deceased at the time of death (s. 62(1)(l))

[166] At the time of his death in 2022, Jean-Guy owned both a business and real estate.

[167] Jean-Guy had not filed tax returns since 2016, which created both work for his executor and initial uncertainty about the value of his estate.

[168] It is evident that during the course of the litigation, the parties devoted a great deal of time to attempting to ascertain the extent of Jean-Guy's assets and liabilities.

The estate's assets

[169] The parties' disagreement about the value of the assets of Jean-Guy's estate was driven primarily by the question of whether 4016 and 4048 Leitrim were owned by Jean-Guy at the time of his death.

[170] Lise's estimate of the value of the estate's assets was $2,684,252.26. The estate's estimate was $1,677,186.39.

[171] Lise's estimate assumed that, at the time of his death, Jean-Guy owned both 4016 Leitrim, valued at $350,000 and 4048 Leitrim, valued at $640,000. The estate assumed that Jean-Guy owned neither property at the time of his death.

[172] As I have found that Jean-Guy owned only 4048 Leitrim at the time of his death, Lise's estimate should be reduced by the value of 4016 Leitrim ($350,000) and the estate's estimate should be increased by the value of 4048 Leitrim ($640,000). The result is that Lise's estimate is reduced to $2,334,252 and the estate's is increased to $2,317,186.30.

[173] Based on the available evidence, I am satisfied that, at the time of his death, Jean-Guy's assets were worth in the vicinity of $2,325,000.

The estate's liabilities

[174] Lise argues that the estate's liabilities are $736,028.98, not including the tax the estate would be required to pay on the wind up of Jean-Guy's corporation, 112266 Canada Inc.

[175] The parties appeared to agree that Jean-Guy's shares in the corporation were worth $1,246,033.20, the net value of the real estate owned by the corporation.

[176] The estate argues its liabilities, not including executor compensation and legal fees, total $1,158,836.42.

[177] The estate said it had decided not to wind up 112266 Canada Inc. until the litigation with Lise had been concluded. The estate said that its accountant had prepared two possible wind-up scenarios, one which would create a tax liability of $765,888 and another which would create a tax liability of $518,331.12. The estate said that in estimating its liabilities, it had used the average of the two numbers, $642,109.94.

[178] The estate's accountant had said that the more plausible and likely of its two possible wind-up scenarios was the one which would trigger the lower tax liability of $518,331.12. For this reason, and because I would assume that the option that would trigger a considerably lower tax liability would be more attractive to the estate, I find that $518,331.12 is a more appropriate estimate of the estate's tax liability on the wind-up than the average used by the estate.

[179] If the $518,331.12 is added to Lise's $736,028.98 estimate of the estate's liabilities, the total is $1,254,360.10.

[180] If $123,778.82 (the difference between the $642,109.94 average figure used by the estate and $518,331.12) is subtracted from the estate's $1,158,836.42 estimate of the estate's liability, the total is $1,035,057.60. This estimate does not include executor's compensation or the estate's legal fees; the estate did not produce an estimate of these amounts.

[181] For the purposes of this decision, I do not intend to attempt to quantify the estate's liabilities with specificity. I believe it is sufficient to observe that the estate's liabilities are likely to be (a) in excess of the estate's adjusted estimate of $1,035,057.60, because of anticipated compensation and fees, and (b) no higher than Lise's adjusted estimate of $1,254,360.

Available assets

[182] Assuming that the assets of Jean-Guy's estate are worth approximately $2,325,000 and that its liabilities are no more than $1,254,360, the amount available for distribution to Lise and the beneficiaries of the estate is $1,070,640.

Any agreement between the deceased and the dependant (s. 62(1)(m))

[183] There was no cohabitation or other agreement between Lise and Jean-Guy.

Any previous distribution or division of property made by the deceased in favour of the dependant by gift or agreement or under court order (s. 62(1)(n))

[184] As I noted above, before he died, Jean-Guy gave Lise either $30,000 (according to Manon) or $10,000 (according to Lise).

[185] Manon, Todd and Colin gave Lise $15,000 after Jean-Guy died.

The claims that any other person may have as a dependant (s. 62(1)(o))

[186] There was no evidence that anyone other than Lise has a claim as a dependant against Jean-Guy's estate. Todd and Colin had initially asserted dependant's relief claims in their notice of application but later abandoned these claims.

Factors relevant when the dependant is a spouse (s. 62(1)(r))

[187] Of the factors listed under s. 62(1)(r), I believe those that are most relevant are the length of time the spouses cohabited (s. 62(1)(r)(i)) and any housekeeping, child care or other domestic service performed by the spouse for the family, and if the spouse had devoted the time spent in performing that service in remunerative employment and had contributed the earnings to the family's support (s. 62(1)(r)(vi)). I have addressed these factors in my consideration of the other s. 62(1) factors, above.

Any other legal right of the dependant to support, other than out of public money (s. 62(1)(s))

[188] As I have already noted, Lise receives a disability pension, in addition to the publicly funded Canada Pension Plan and Old Age Security pensions. Lise's daughter has an obligation to support Lise to the best of her ability under s. 32 of the *Family Law Act*, R. S. O. 1990, c. F. 3. There was no evidence of any other right to support.

Part Four of the approach: Attempt to balance Lise's claim and the claims of Jean-Guy's three children, by taking into account the size of the estate, the strength of the claims and Jean-Guy's intentions, to arrive at a judicious distribution.

[189] As Jensen J. observed in *Shapiro,* at para. 105, the court's role on an application such as this is not to redistribute wealth according to its own assessment of what is fair but to attempt to honour the wishes of the testator while ensuring that the dependant's entitlement to support is met.

[190] I must bear in mind that an order for dependant's relief is a limitation on testamentary autonomy, and that the scope for judicial interference is limited. I must consider what legal obligations would have been imposed on Jean-Guy had Lise's entitlement to support arisen before he died, and what moral obligations arise between Jean-Guy and Lise as a result of society's expectations of what a judicious person would do in the circumstances. I am not limited to conducting a needs-based analysis.

[191] I have determined that the estate has assets of about $1,000,000 available for distribution.

[192] In my August 29, 2024 decision, I found that Lise was the spouse of Jean-Guy under s. 57(1) of the *SLRA* and that Jean-Guy was providing support or was under a legal obligation to provide support to Lise immediately before his death.

[193] I consider Lise to have a strong claim for support. I was in August 2024 and remain satisfied that given the length and nature of the relationship between Jean-Guy and Lise, the disparity in their financial situations, Lise's age and the condition of Lise's health, had they separated while Jean-Guy was still alive, Jean-Guy would have been found to be legally obliged to pay Lise support. I also was and remain satisfied that in these circumstances, society would expect a judicious person in Jean-Guy's position to provide for Lise.

[194] Jean-Guy's intentions were clear: He wanted his children to inherit his estate. Jean-Guy could have provided for Lise in his will. He did not do so.

[195] I find Lise's request for a lump sum of more than $1,000,000 to be excessive. When the parties first appeared before me, Lise was asking for monthly support of $2,100 to $3,750 per

month and asked for interim support of $2,000 to $3,000 per month. As Lise is arguing that she can be expected to live to age 89, in 2024, she would have expected to live another 15 years. If she had been awarded a lump sum based on the maximum monthly amount she was requesting of $3,750, on an arithmetical, and not a present value basis, this would have amounted to only $675,000. While I recognize that, since that first appearance, Lise has had the two hospitalizations I described earlier in these reasons, the evidence that was before me at the September 2025 hearing did not support such a significant increase in her needs or entitlement.

[196] I have found that:

(a) Lise is able to live comfortably, in a place she loves, on her current income, supplemented by the $2,000/month in interim support paid by Jean-Guy's estate, and that she has some money left over for discretionary items;

(b) Lise does not have enough money to pay for the type of vacations she and Jean-Guy had taken each year; and

(c) There is a real and substantial possibility that Lise will require some assisted living services as of 2029 and that she will require support at a higher level as of that time.

[197] Lise argues that she will require support from the estate for the rest of her life and that, according to Statistics Canada, a female who has lived to age 76, as she has, can expect to live an additional 13 years, until age 89. She is asking for a lump sum representing the difference between her projected annual expenses of $101,936 and the amount of her annual income multiplied by 13 years. (Lise is also asking for past support from the date of Jean-Guy's death to the date of the August 2024 decision in which I ordered interim support, plus a lump sum of $40,000 for two Florida vacations.)

[198] I appreciate that blunt comments about life expectancy are unpleasant for parties to litigation and their family members to read. Unfortunately, life expectancy is an important consideration in a case such as this.

[199] As I noted above, Lise suffers from several serious or potentially serious health problems, including congestive heart failure, chronic obstructive pulmonary disease and osteoarthritis chronic back pain. She was treated for renal cancer in 2023; Christine says the treatment was successful. While, as I noted above, these conditions and Lise's anticipated cognitive decline increase the likelihood that Lise will require assisted living in the future, it is reasonable to conclude that they also decrease the likelihood that Lise will live for an additional 13 years.

[200] When attempting to balance Lise's claim and the claims of Jean-Guy's three beneficiaries, it would not be appropriate to award Lise lump sum support based on the assumption that she will live to age 89, when this assumption is based only on Statistics Canada data. The assumption applies to Lise only because she is a 76-year-old female. It does not account for any of her personal circumstances, including the condition of her health. The law is clear that the purpose of the *SLRA* is not to enable a dependant to acquire an estate but to ensure the adequacy of the dependant's support. (*Germana v Fennema Estate*, 2024 ONSC 2011 at para. 167, citing *MacDougall v. MacDougall*, 2008 CanLII 37061 (ON SC), at para. 49.)

[201] In *Batchelor*, supra, the court said about the 70-year-old applicant that, at her stage in life, she was "entitled to certainty in terms of her financial well-being." As I must attempt to respect Jean-Guy's intention that his three children share his estate, it would be inappropriate for me to award Lise more support than she requires in her lifetime. However, my order should ensure that Lise is adequately supported for the rest of her life, however long her life may be.

[202] Any order that would require an on-going relationship between Lise and the estate is to be avoided; such an order would only encourage the bad blood between them to continue to flow.

[203] At the September 5, 2025 hearing, I informed the parties that I wondered whether an annuity with a reversionary interest might strike a balance between Lise's need for support for as long as she lives, and the estate's interest in not paying support for a period that extends beyond Lise's actual lifetime. Such an annuity, I suggested, could ensure that Lise was paid an amount each month for life based on an assumed life expectancy. If Lise were to die earlier than expected, any unpaid amounts would be paid to the estate. Such an arrangement would be preferable to

ordering that the estate continue to make monthly payments to Lise, as it would be guaranteed and would not require contact between Lise and the estate.

[204] The parties provided brief written submissions with respect to this proposal. Neither party argued that it was an order I did not have the authority to make.

[205] Lise opposed the idea of an annuity. She argued that an annuity would not compensate her for past support owed to her for the period predating my August 2024 order. She argued that a lump sum award would provide her with more flexibility, to save and to spend as she chooses. Lise argued that if there were concerns about her life expectancy, a negative contingency could be applied to a lump sum award, which could be balanced against positive contingencies, such as the likelihood that she will require specialized memory care services in the future.

[206] The estate argued in favour of an annuity. The estate contacted McKellar Structured Settlements Inc. and obtained two sample plans, one based on the estate's proposal that it pay Lise $2,000 per month for a maximum of 10 years, and another based on an initial investment of $240,000.

[207] I have concluded that, in this case, the purchase of an annuity would be an appropriate mechanism to balance Lise's claim against Jean-Guy's estate with the claims of his three beneficiaries. Despite Lise's submissions, I am not satisfied that a lump sum award is in her best interests; she could outlive her award and run out of funds to pay for her ongoing needs. However, if I were to attempt to guarantee against that possibility, by awarding a lump sum based on an unrealistically high life expectancy, and Lise does not live that long, the result would be the enrichment of her estate to the detriment of Jean-Guy's children. Neither outcome would be satisfactory.

[208] I have also concluded that I have the authority to order that an annuity be purchased in this case. Section 63(1) of the *SLRA* provides that in any order making provision for support of a dependant, the court may impose such conditions and restrictions as the court considers appropriate. Section 63(2)(h) provides that all or any of the money payable under the order be paid to an appropriate person or agency for the benefit of the dependant. I am satisfied that the issuer of an annuity, such as a life insurance company, is an "appropriate person" to ensure that Lise will

benefit by receiving the monthly support payments I will order the estate to pay for as long as she lives.

Conclusion and disposition

[209] In all of the circumstances, I have concluded that the following provisions to be made out of Jean-Guy's estate would be adequate for the proper support of Lise:

1. The estate shall pay Lise, forthwith, a lump sum of $69,500. This represents 31 months of past support of $2,000 from February 2022 (the month following Jean-Guy's death) to August 2024 (the month before the estate began to pay Lise interim support of $2,000/month), which amounts to $62,000. To this amount I have added $22,500, to be used by Lise at her discretion but which I am awarding because I do not believe that she has funds to pay for the annual winter vacations she took with Jean-Guy. I have subtracted from this amount the $15,000 Manon, Todd and Colin paid to Lise after Jean-Guy died.

2. The estate shall continue to pay Lise support in the amount of $2,000/month until December 2028.

3. As I have concluded that Lise is likely to require additional care beginning in 2029, as of January 2029, the estate shall pay Lise support in the amount of $3,000/month.

4. All support payments shall stop as of the month following Lise's death.

5. The estate shall make arrangements for the purchase of an annuity that will fund the support payments in para. 209(2) and (3), above. The annuity shall provide for the payments in para. 209(3) shall continue until the month in which Lise turns 90 years old. The annuity shall include a reversionary interest with the effect that, upon Lise's death, the support payments stop, and any unpaid amounts shall be paid to the estate. The terms of the proposed annuity shall be subject to my approval.

6. The estate shall be responsible for any expenses associated with the purchase and implementation of the annuity, including the reversionary interest.

[210] If the parties conclude that it is not possible for the estate to purchase an annuity that perfectly complies with this order, I may be spoken to, and this order may be reviewed. However, in no event shall an order be made that is less favourable to Lise.

[211] It is possible that Lise may live beyond the age of 90. The certainty provided by this order may enable her to prepare for this eventuality. Further, as I noted above, Lise's daughter has an obligation under the *Family Law Act* to support her mother to the extent that she is capable of doing so.

Costs

[212] The parties have filed costs outlines.

[213] I strongly encourage the parties to resolve the issue of costs. If they are unable to do so, the parties shall agree on a timetable for the delivery of brief written costs submissions to supplement their costs outlines and shall provide me with a copy of the timetable by filing it in the usual manner and sending it to my attention at scj.assistants@ontario.ca.

Date: January 16, 2026

Madam Justice H. J. Williams

CITATION: Cassan v. Giroux, 2026 ONSC 330
COURT FILE NO.: CV-22-89327
DATE: 2026/01/16

ONTARIO

SUPERIOR COURT OF JUSTICE

LISE CASSAN

Plaintiffs

– and –

MANON GIROUX in her capacity as the Trustee of the Estate of Jean-Guy Villeneuve

Defendant

REASONS FOR JUDGEMENT

Madam Justice H. J. Williams

Released: January 16, 2025