COURT FILE NO.: 03-FS-282880
DATE: 20181105

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
HEIDI HESS	)	*Leroy A. Bleta,* for the Applicant
	)	
Applicant	)	
	)	
– and –	)	
	)	
LORNE HAMILTON	)	*Andrea L. DiBattista & Lisa Katz,* for the
	)	Respondent
Respondent	)	
	)	
	)	
	)	
	)	
	)	
	)	**HEARD:** In writing

M. D. FAIETA J.

REASONS FOR DECISION

INTRODUCTION

[1] These Reasons for Decision address two matters:

- The Respondent's motion to change the child support order in respect of his daughter Monika pursuant to Rule 25(19) of the *Family Law Rules*, Ontario Regulation 114/99, as amended.

- The award of costs.

MOTION TO CHANGE THE CHILD SUPPORT ORDER IN RESPECT OF MONIKA PURSUANT TO RULE 25(19) OF THE FAMILY LAW RULES

[2] Paragraph 119(b) of my trial decision dated January 26, 2018, arising from the Applicant's motion to change, orders that:

> Child support for Monika, in the amount of one-half of the table amount, shall be paid by Lorne to Heidi, effective November 1, 2015, along with payment of section 7 expenses by the parties on a proportionate basis.

[3] The Respondent submits that an order for child support (including contribution towards section 7 expenses) in respect of their youngest daughter Monika was not sought, and thus the court mistakenly and without notice made this order for support. Monika was 23 years old at the time of trial and was pursuing undergraduate studies at Carleton University.

[4] The Respondent relies upon the following provisions found in Rule 2 and Rule 25(19) of the *Family Law Rules*.

[5] Rules 2(2)-2(4) state:

> PRIMARY OBJECTIVE
>
> (2) The primary objective of these rules is to enable the court to deal with cases justly.
>
> DEALING WITH CASES JUSTLY
>
> (3) Dealing with a case justly includes,
>
> > (a) ensuring that the procedure is fair to all parties;
> >
> > (b) saving expense and time;
> >
> > (c) dealing with the case in ways that are appropriate to its importance and complexity; and
> >
> > (d) giving appropriate court resources to the case while taking account of the need to give resources to other cases.
>
> (4) The court is required to apply these rules to promote the primary objective, and parties and their lawyers are required to help the court to promote the primary objective.

[6] Rule 25(19) provides that:

> The court may, on motion, change an order that, ...
>
> > (b) contains a mistake; ...
> >
> > (d) was made without notice; ...

[7] The authority to "change" an order under Rule 25(19) includes the authority to vary, suspend, discharge and set aside an order: *Gray v. Gray*, 2017 ONCA 100, paras. 26-31.

[8] A "mistake" in an order may be fixed to reflect the common intention of the parties: *Stephens v. Stephens*, 2016 ONSC 367, para. 30; *Henderson v. Henderson*, 2015 ONSC 2914, para. 108.

Respondent's Position

[9] The Respondent submits that the child support order for Monika was granted without notice as no such claim was advanced by the Applicant. He states that the Applicant did not advance a claim for child support in respect of Monika beyond 2014 and that such claim was only advanced in respect of the cost of attending medical school incurred by her older sister, Victoria.

[10] The Respondent further submits that both parties had confirmed an arrangement at trial and in advance of trial that no order in relation to child support including section 7 expenses for Monika was being pursued as the Respondent was giving $1,000 per month to Monika.

[11] In support of the position that the support order for Monika was granted without notice and contrary to the intention of the parties, the Respondent relies on the following evidence:

- The last two bullet points of paragraph 5 of the Motion to Change dated September 21, 2015 only seeks child support in respect of Victoria. The earlier bullet points claim child support for both Monika and Victoria up to 2014. Paragraph 5 requests that the Respondent pay to the Applicant:
    - $1,533 per month for both children starting on January 1, 2009, less any amounts paid;
    - $3,829.00 per month for the children for the calendar year 2010, less any amounts paid;
    - $2,832.00 per month for the children for the calendar year 2011, less any amounts paid;
    - $3,155.00 per month for the children for the calendar year 2012, less any amounts paid;
    - $2,778.00 per month for the children for the calendar year 2013, less any amounts paid;
    - For the calendar year 2014 based on the Respondent's income to be determined for child support in accordance with the table amount for the children, less any amounts paid;
    - For the calendar year 2015 based on the Respondent's income to be determined for child support in accordance with the table amount for Victoria;
    - Starting on January 1, 2015 the Respondent pay the Applicant for special or extraordinary expenses in respect of Victoria's tuition, books, rent, food and clothing
- The Applicant did not amend her Motion to Change before or at trial;

- Neither party sought an order at trial in relation to child support for Monika from 2015 onward;

- The Applicant's opening submissions at trial confirmed that the commencement of the trial that she sought table child support and contribution toward special or extraordinary expenses only for Victoria;

- The "Summary of Support" identified as Exhibit "Y" to the Applicant's affidavit relied upon at trial specifies that the table amount of child support for Monika is not being sought for the years 2014 and 2015;

- The Applicant's closing submissions at trial provided that the only support issues to be determined with respect to Monika were for the period from January 1, 2009 to August 31, 2014;

- The Applicant provided a DivorceMate calculation for 2015 as part of the Applicant's closing submissions states that child support is only being sought for Victoria;

- The aforementioned arrangement for the payment of $1,000 per month and belief that no claim for child support was being pursued in relation to the child support was a significant consideration in the Respondent's decision to not call Monika to testify;

- The Respondent's (written) Closing Submissions states:

  The issues to be determined are as follows:

  A. Is Ms. Hess entitled to any additional child support for Monika from January 1, 2009 to December 31, 2014 as requested despite the arrangement reached based on Ms. Hess' proposals and the payment of education expenses by Mr. Hamilton? ...

- In closing submissions, the Applicant did not take issue with the above written submission that child support for Monika was not being sought for 2015 onwards;

- Neither Monika nor the Applicant expressed any discontent with the existing arrangement for financial support that he was providing to Monika. As a result Monika was largely insulated from the trial which was an outcome that bought parents sought given her condition;

[12] In support of this position, I also note that:

- Just prior to her Opening Submissions, counsel for the Respondent advised the court that the Applicant's motion to change was for "retroactive spousal support going back to 2009, retroactive child support, ongoing child support for one child and contribution towards education expenses" [April 18, 2017, 10:10:05 am – 10:10:40 am]. [Emphasis added]

- In her Opening Submissions, counsel for the Respondent noted that the Respondent was the only parent making contribution towards Monika's "tuition and all of her living expenses are being paid for by her father" and that "there is no contribution that has been made by Ms. Hess, she is not seeking an order for any kind of contribution and she has not volunteered any contribution towards that post-secondary education"; [April 18, 2017, 11:43:00 am – 11:43:40 am].

- The Applicant did not object to either of the above statements;

- The Applicant testified that she was not "... asking for relief ... I didn't include Monika in this ... I only included my one daughter ... she has struggled through so much ... I wanted to keep her as far away as the court as I possibly could ..."[April 18, 2017, 12:30:57 pm – 12:31:28 pm]. The Applicant repeated that she did not ask for child support for Monika because she "I tried to keep Monika out of court because Monika could not handle it ...". [April 18, 2017, 3:45:35pm – 3:46:43 pm]. She denied that the reason for not making a claim for Monika was because all of her education expenses were being paid for by the Respondent ..."[April 18, 2017, 12:33:46 pm – 12:34:26 pm]. [Emphasis added]

- During the cross-examination of the Respondent, counsel for the Respondent objected to a question on the basis that there was no claim for child support for Monika in 2015 and counsel for the Applicant responded that there was a guideline claim for Monika up to the time that the proceeding was commenced in 2015; [April 18, 2017, 12:33:46 pm – 12:34:26 pm].

- The Respondent's (written) Closing Submissions states, at paragraph 30, that "no claim for support for Monika has been made by Ms. Hess from 2015 onward". Further, the Applicant's Closing Submissions makes no mention of a claim for child support for Monika from 2015 onward;

- Counsel for the Respondent stated in her oral Closing Submissions that:

    - "there is no ongoing request for child support for Monika, so everything from 2015 forward is not relevant to this case" [April 24, 2017, 3:18:15 pm – 3:18:25 pm]

    - there is "... no ongoing claim for Monika as all of her expenses are being paid for by her dad" [April 24, 2017, 3:20:15 pm – 3:20: 22 pm]

- The Applicant did not object to the above submissions in Reply Closing Submissions;

- There is nothing in the Applicant's Closing Submissions, whether in written or oral form, that either references a claim for child support for Monika or disputes the Respondent's position that there is no ongoing support claim for Monika.

Applicant's Position

[13] The Applicant submits that the Respondent had notice that the Applicant was seeking child support in respect of Monika. The Applicant points to the following:

- As noted in my Trial Decision at paragraph 26, the Respondent's Response to the Applicant's Motion to Change, dated October 29, 2015, states:

  > Child support for Monika shall only be payable by a parent to the other parent from May through August if Monika resides with the other parent over the summer months that the school is not in session;
  >
  > Each parent shall contribute his/her proportionate share of Monika's post-secondary expenses after deducting a reasonable contribution to these expected from Monika;

- The Respondent did not amend his Response to the Motion to Change before or at trial;

- The Respondent acknowledged in an affidavit dated March 27, 2017 that Monika has been attending Carleton University since September, 2015 and that, in addition to paying her tuition, he has provided monthly financial assistance from the time that she started university: (1) $900 per month for living expenses in September, 2015 in addition to paying for her tuition, books, moving expenses, a new bed, linens and furniture; (2) $1,000 per month from November 2015 to June, 2016 and then increased the monthly amount to $1,100 as of July, 2016 to cover her increasing living costs.

- The Draft Opening Statement for trial, found in the Applicant's Trial Management Brief, states:

  > It is disputed by the Husband that for the calendar year 2015 based on Mr. Hamilton's income of $267,537.00 the child support payable monthly to Ms. Hess starting January 1, 2015 in accordance with the table amount be $3,352.00 for the Children, less any amounts paid.
  >
  > It is disputed by the Husband that for the calendar year 2016 based on Mr. Hamilton's income to be determined pending receipt of 2016 T4 and/or most recent pay stub effective January 1, 2016 in accordance with the table amount for the Children.
  >
  > It is undisputed that for the calendar years 2015 based on Mr. Hamilton's income of $267,537.00 the special expense child support for Victoria only payable monthly, in U.S. dollars, to Ms. Hess starting January 1, 2015 as follows: ... $2,682.81/month;
  >
  > It is undisputed that the Husband for the calendar year 2016 based on Mr. Hamilton's income the special expense child support for Victoria only payable monthly, in US dollars, to Ms, Hess starting January 1, 2016: to be determined pending receipt of 2016 T4 and/or most recent pay stub effective January 1, 2016.

- However, I note that the draft opening statement was not delivered by the Applicant at trial and, in any event, it only advances a table support claim for Monika but not a section 7 claim for her;

- The Trial Management Conference form signed by the parties on November 23, 2016 notes that Monika was an intended witness to testify about "child support, s. 7 expenses and residence";

- Monika was not called as a witness as a result of the court asking counsel to consider ways to reduce trial time. The Applicant states that the evidence to that point clearly established entitlement to child support and section 7 expenses and for that reason Monika was not called as a witness;

- The court is entitled to make an order for child support for Monika even if the Respondent did not have notice of such claim: *Jones v. Jones*, 2016 ONSC 6290;

- There is no evidence of a common intention of the parties not to have a support order in effect for Monika. In this respect, an offer to settle made by the Applicant on the evening of April 18, 2017, being the first day of trial, proposed that the Respondent pay child support for Monika.

Analysis

[14] The Respondent relies upon Rules 2(2)-2(4) and Rules 25(19)(b),(d) of the Family Law Rules.

[15] Rules 2(2)-2(4) state:

> PRIMARY OBJECTIVE
>
> (2) The primary objective of these rules is to enable the court to deal with cases justly. O. Reg. 114/99, r. 2 (2).
>
> DEALING WITH CASES JUSTLY
>
> (3) Dealing with a case justly includes,
>
> > (a) ensuring that the procedure is fair to all parties;
> >
> > (b) saving expense and time;
> >
> > (c) dealing with the case in ways that are appropriate to its importance and complexity; and
> >
> > (d) giving appropriate court resources to the case while taking account of the need to give resources to other cases. O. Reg. 114/99, r. 2 (3).

(4) The court is required to apply these rules to promote the primary objective, and parties and their lawyers are required to help the court to promote the primary objective.

[16] Rules 25(19)(b),(d) state:

Changing Order — Fraud, Mistake, Lack of Notice

(19) The court may, on motion, change an order that, ...

(b) contains a mistake; ...

(d) was made without notice; ...

[17] The authority to "change" an order under Rule 25(19) includes the authority to vary, suspend, discharge and set aside an order: *Gray v. Gray*, 2017 ONCA 100, paras. 26-31.

[18] A "mistake" in an order may be fixed to reflect the common intention of the parties: *Stephens v. Stephens*, 2016 ONSC 367, para. 30; *Henderson v. Henderson*, 2015 ONSC 2914, para. 108.

[19] The Respondent's 2015 Response to the Motion to Change proposed child support for Monika on a go forward basis subject to certain limitations. This position was confusing given that, on a very careful reading, the Applicant's Motion to Change, did not seek child support in respect of Monika after 2014.

[20] In any event, the Motion to Change was not amended to include a claim for child support for Monika after 2014. No such claim was advanced in any written or oral submissions made to this Court at the time of this hearing. In fact, the Applicant specifically indicated in her evidence that she had advanced a claim for child support only in respect of her other daughter, Victoria, in order to protect Monika from participating and being examined in this proceeding. Instead, the parties agreed to the Respondent's informal payments to Monika would continue. As counsel for the Respondent noted:

> The Respondent has paid for Monika's tuition and as of the time of trial was giving Monika $1,100 per month for her expenses. Both parties were content that this arrangement continue and it was confirmed at trial and in advance of trial that no order in relation to child support or section 7 expenses for Monika was being pursued post 2014.

[21] Further, it is clear that the Applicant did not provide notice of her claim for child support after 2014 for Monika given that Respondent's counsel asserted in her opening and closing submissions that a claim for prospective child support on behalf of Monika was not being advanced and given that counsel for the Applicant did not challenge those assertions at the time that they were made. While the Applicant made an offer to settle that contemplated the payment of child support in respect of Monika on a prospective basis, such position was not taken before this court at the time of the hearing for reasons explained by the Applicant in her evidence, described above.

Conclusions

[22] Having reviewed the evidence and submissions of the parties, I am satisfied that my decision dated January 26, 2018 contains a mistake in that it was the common intention of the parties at the time of trial that no order for child support effective November 1, 2015 in respect of Monika was claimed by the Applicant before the Court and that, in any event, such order was made without notice to the Respondent nor was it advanced by the Applicant. In these circumstances, it is just to change my decision dated January 26, 2018 to delete paragraph 119(b).

COSTS

[23] For the five day trial that was held in respect of the Motion to Change brought by the Applicant, the Applicant seeks her costs, on partial indemnity basis, of $59,769.52. The Respondent seeks his costs, on a full recovery basis, of $181,002.16.

Analysis

[24] In a family law proceeding, the award of costs is governed by section 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, as well as by the *Family Law Rules*. The principles governing the award of costs were recently reconsidered by the Ontario Court of Appeal in *Beaver v. Hill*, 2018 ONCA 840, paras. 8-13, and *Mattina v. Mattina*, 2018 ONCA 867, paras. 9-18, and can be summarized as follows:

- An award of costs under the *Family Law Rules* should promote the following purposes: (1) to partially indemnify successful litigants; (2) to encourage settlement, and; (3) to discourage and sanction inappropriate behaviour by litigants; (4) to ensure, in accordance with Rule 2(2), that cases are dealt with justly;

- While under the *Family Law Rules* there is a presumption that a successful party is entitled to their costs of the proceeding, Rule 24(4) provides that a successful party who has behaved unreasonably during a case may be deprived of all or party of the party's own costs or ordered to pay all or part of the unsuccessful party's costs. Rule 24(5) provides that whether a party has behaved unreasonably turns on: (a) the party's behaviour in relation to the issues from the time they arose, including whether the party made an offer to settle; (b) the reasonableness of any offer the party made; and (c) any offer the party withdrew or failed to accept.

- A successful party is not entitled to its costs on a full recovery or "close to full recovery" basis unless such result is expressly contemplated by the *Family Law Rules* such as when a party obtains a result that is at least as favourable as its offer to settle Rule 18(14) or when a party has acted in bad faith (Rule 24(8)).

- "... proportionality and reasonableness are the touchstone considerations to be applied in fixing the amount of costs": *Beaver*, para. 12;

- In setting the amount of costs, Rule 24(12) requires that a court consider any relevant matter including the reasonableness and proportionality of each of the following factors as it relates to the importance and complexity of the issues:

    (i) each party's behaviour,

    (ii) the time spent by each party,

    (iii) any written offers to settle, including offers that do not meet the requirements of Rule 18,

    (iv) any legal fees, including the number of lawyers and their rates,

    (v) any expert witness fees, including the number of experts and their rates, and

    (vi) any other expenses properly paid or payable.

- The absence of an offer to settle cannot be used against a party in assessing costs unless it was realistic to expect an offer to settle to be made. Further, if an offer to settle that is not compliant with Rule 18 is made, it may be considered in assessing costs if it contains a "true element of compromise": *Beaver*, para. 16;

- A judge may reduce the amount of costs that a person will have to pay because of their financial condition, there is no principle that requires a person to pay more for costs because of their apparent wealth: *Beaver*, para. 18

- An award of costs may be adjusted to reflect the parties' divided success: *Beaver*, para. 21

[25] The application of the above principles is addressed below.

Which Party was the "Successful Party"?

[26] At trial the Applicant advised that she was seeking: (1) retroactive child support; (2) prospective child support and section 7 expenses for Victoria; (3) retroactive and prospective spousal support. The Respondent submitted that no such awards should be made. Success was divided as the Respondent was ordered to pay spousal support, in the amount of $2,000.00, to the Applicant.

[27] In my view, the Respondent was the successful party at trial as all but one of the claims advanced by the Applicant were dismissed.

[28] Further, I find that the Respondent did not behave unreasonably in the ways contemplated by Rule 24(5). He made several offers to settle that in retrospect were attractive. He made an early offer to settle, on June 9, 2016, that would have paid the Applicant a lump sum of $135,000 in spousal support and $37,500 for child support. Another offer to settle dated April 11, 2017 offered to pay the Applicant the sum of $2,500 per month in spousal support plus $25,768.00 for retroactive child support whereas my decision ordered that he pay $2,000 per month and nothing

for retroactive child support. I do not accept the Applicant's position that it was unreasonable for the Respondent to ask this court to terminate spousal support, notwithstanding my decision at trial to award spousal support, as it was an arguable point. Further, the Respondent made three offers to settle that would have paid a significant amount towards prospective spousal support and would avoided this issue being brought before this court. Finally, the Respondent's examination of the Applicant's income and expenses in respect of her claim for spousal support was neither a "protracted" nor a "microscopic examination" at trial as suggested by the Applicant.

Reasonableness and Proportionality of the Parties' Behaviour

[29] The Applicant sought $191,409 in retroactive table child support and ongoing child support for Victoria in the amount of $2,170 per month as well as contribution towards Victoria's medical school expenses, $192,000 in retroactive spousal support and ongoing monthly spousal support of $5,740.00.

[30] Given their financial means, particularly those of the Applicant, their positions going into trial, the significant divergence in their positions, and the potential for unrecoverable legal costs, there was considerable financial risk for both parties in taking this motion to trial. Prudence would have dictated that this motion be settled. Instead both parties incurred significant legal costs, particularly the Respondent whose legal costs on a full recovery basis are $181,002.06 while the Respondent's costs claimed on a substantial indemnity basis are $88,111.33.

Reasonableness and Proportionality of the Costs, including Witness Fees and Expenses Sought

[31] The Applicant submits that the Respondent's costs are unreasonable given that: (1) the Respondent used the services of two lawyers at trial (five days); (2) the Respondent engaged in a "litigation war" and of "relentlessly pursuing disclosure and productions from Heidi and serving for purposes of trial two large binders of Heidi's financial disclosure productions". The Respondent's legal fees reflect more than double the amount of hours billed by the Applicant's counsel (502.9 hours as opposed to 200.65 hours). This disparity in time spent is reflected by the fact that the Respondent's legal fees were more than double as well ($178,721.93 as opposed to $85,025.44). Each party had a similar amount of disbursements (about $2,500.00) for which neither party expressed any quarrel. There were no expert witness fees nor were there other expense paid or payable.

[32] In my view the number of hours claimed and, correspondingly, the legal fees claimed, are not reasonable nor proportionate to the importance and complexity of the issues advance over a five day trial and should be reduced by 60% to 200 hours. While the issues were clearly important to the parties, the issues (spousal support and child support) did not raise complex matters. In addition, while the Respondent is free to incur whatever amount of legal fees he wishes in defending this motion, it is neither fair nor reasonable for the Respondent to expect that the Applicant should be responsible for his full legal costs when her use of legal services has proceeded on a much more modest basis.

Offers to Settle

[33] Rule 18(14) provides that:

A party who makes an offer is, unless the court orders otherwise, entitled to costs to the date the offer was served and full recovery of costs from that date, if the following conditions are met:

1. If the offer relates to a motion, it is made at least one day before the motion date.

2. If the offer relates to a trial or the hearing of a step other than a motion, it is made at least seven days before the trial or hearing date.

3. The offer does not expire and is not withdrawn before the hearing starts.

4. The offer is not accepted.

5. The party who made the offer obtains an order that is as favourable as or more favourable than the offer.

[34] The Respondent submits that he should receive full recovery for costs incurred from April 11, 2018 because the result at trial was more favourable than the offer that he made on April 11, 2018 that offered $25,768 in retroactive child support plus $2,500 per month in spousal support commencing May 1, 2017. The first day of trial was April 18, 2017. All of the requirements of Rule 18(14) were satisfied. In my view, the Respondent should be awarded close to full recovery of costs for legal fees incurred on or after April 11, 2017 after the significant reduction in time spent is made.

Divided Success

[35] Notwithstanding that the proposed payment of spousal support found in the offer to settle dated April 11, 2018 was more favourable than the amount ordered at trial, I am mindful of the fact that the Respondent was not successful in his position at trial that no spousal support should be paid. Accordingly, I find that it is just that the divided success of the outcome of this trial is a matter to be considered in assessing the amount of legal costs to be paid to the Respondent in respect of the period before the date of the offer.

Enforcement of Costs by the Family Responsibility Office

[36] The Respondent asks that any costs award be payable immediately and enforceable by the Family Responsibility Office. He also asks that the costs owed by the Applicant be set off against his ongoing spousal support obligation in whole or in part until the full amount of costs is paid.

[37] The evidence at trial was that the Applicant's financial means are quite modest. As of April 2017 she had a net worth of $72,742.33 and an income of $3,648.11 per month derived from private and public disability insurance plans not including the $2,000 per month that she received in spousal support. Her monthly gross expenses were just under $10,000 per month. The Applicant should be given time to organize her affairs in order to pay these costs. Accordingly, rather than order that they be paid immediately, I order that they be paid to the Respondent within two months.

[38] Costs of this proceeding may be enforced by the Family Responsibility Office if I find that this costs award is a "support order" within the meaning of s. 1(1)(g) of the *Family Responsibility and Support Arrears Enforcement Act, S.O. 1996, c. 31* (the "*FRSAEA*") which states:

> "support order" means a provision in an order made in or outside Ontario and enforceable in Ontario for the payment of money as support or maintenance, and includes a provision for, ...
>
> (g) interest or the payment of legal fees or other expenses arising in relation to support or maintenance [Emphasis added]

[39] The purpose of this provision is to provide assistance to parents who advance a claim for support on behalf of their children by providing that that their costs of advancing such claims would be immune from being discharged in a bankruptcy and that such costs are enforceable by the Family Responsibility Office under the *FRSAEA*: *Beaver v. Hill*, 2018 ONSC 3352, para. 68.

[40] The Respondent did not advance a claim for support. Accordingly, given the purpose of this statutory provision, the Respondent's costs are not "arising in relation to support" and, accordingly, I decline to make the order sought by the Respondent.

[41] Finally, I decline to offset the Respondent's ongoing spousal support obligation against the costs owed by the Applicant until the full amount of costs is paid as I am concerned that this would jeopardize the Applicant's ability to make ends meet.

Conclusion

[42] I find that it is just, reasonable and proportional for the Applicant to pay costs of $72,500.00, inclusive of disbursements and taxes, to the Respondent within two months of today's date.

Faieta J.

Mr. Justice M. D. Faieta

Released: November 5, 2018

COURT FILE NO.: 03-FS-282880
DATE: 20181105

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

HEIDI HESS

Applicant

– and –

LORNE HAMILTON

Respondent

REASONS FOR DECISION

Mr. Justice M. D. Faieta

Released: November 5, 2018