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ONTARIO FAMILY LAW ACT MANUAL

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The Ontario Family Law Act Manual, Second Edition is a comprehensive and efficient working tool to help keep up with the changes in the law and the body of case law that follows. With this resource, you can have access to immediate answers to day-to-day issues that arise in your practice. Divided into clearly defined sections, you can get all the support you need to handle your case with confidence and the substantial case law provides backup whenever and wherever you need it.

What's New in this Update:

This release features updates to Chapter 1 (Introductory), Chapter 2 (Part I Family Property), Chapter 3 (Part II Matrimonial Home), Chapter 4 (Part III Support Obligations), Chapter 5 (Part IV Domestic Contracts), Chapter 9 (Child Support Guidelines) and Chapter 10 (Proceedings under the Family Law Act).

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Highlights

- The court applied the “common sense approach” (regarding tracing) in *Lau v. Tao*, 2025 ONSC 157 (Ont. S.C.J.). However, some of the investments replaced guaranteed investment certificates. As the oral gift could not include income from the gifted property, only the capital was excluded. The earned interest was not. See § 2:77 Tracing to extant property.
- In *Anderson v. Anderson*, 2023 SCC 13 (S.C.C.), the court noted, in that case, that domestic contracts should generally be encouraged and supported by the courts. However, negotiations can take place in unique environments, often at a time of acute emotional stress in which one or even both of the parties may be particularly vulnerable. Thus, judges must approach family law settlements with a view of balancing the values of contractual autonomy and certainty with concepts of fairness. In essence, a review of a domestic contract by the court must take place with sensitivity to the vulnerabilities that can arise in the family law context.
- At one time, it was thought that RESPs would not form part of the parties’ net family property. They were viewed as being held in trust for the children. See, for example, *McConnell v. McConnell*, 2015 ONSC 2243 (Ont. S.C.J.). However, in *Labatte v. Labatte*, (2022), 79 R.F.L. (8th) 484 (Ont. S.C.J.), the court held that RESP funds belonged to the subscriber, not the child. In *Lau v. Tao*, 2025 ONSC 157 (Ont. S.C.J.), the court declined to follow the *McConnell* decision referring to reasoning in *Labatte*. See § 9:29 Post-Secondary Education.