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ENFORCEMENT OF FAMILY LAW ORDERS AND AGREEMENTS: LAW AND PRACTICE

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This practice-oriented manual details the full range of family law enforcement remedies available under federal and provincial legislation. The work is divided into three parts: Support, Custody Orders and Separation Agreements. Under each part, available enforcement remedies are described in detail with an emphasis on practice and procedure points. The full text of all relevant federal, provincial and territorial enforcement legislation is included.

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What's New in this Update

In this release cases involving the creation and enforcement of domestic agreements have been updated. The court may determine a domestic agreement can be upheld or set aside on a statutory or common law basis.

Notable cases include:

- The agreement was found to be unenforceable where the wife did not understand the nature or consequences because it had not been created for the purposes of determining equalization of property. See *Epshtein v. Shvartzman*, 2026 CarswellOnt 2981, 2026 ONCA 162 (Ont. C.A.), affirming 2025 CarswellOnt 22719, 2025 ONSC 821 (Ont. S.C.J.).
- Where the husband exerted subtle or insidious pressure on the wife, it was understandable she did not make repeated requests for financial disclosure. See *Lobreau v. Lobreau*, 2026 CarswellAlta 1273, 2026 ABKB 383 (Alta. K.B.).
- Despite s. 55(1) of the *Family Law Act*, the court nevertheless has the authority to enforce family law settlements that do not meet the formal requirements of that section. The email exchanges between the parties' counsel demonstrated a meeting of the minds and there was a consensus on all the essential terms of the agreement. The lack of formally prepared and signed minutes of settlement did not affect the binding nature of the agreement. See *Grant v. Kirlew*, 2025 CarswellOnt 8872, 2025 ONSC 3291 (Ont. S.C.J.).
- It is not the mere existence of an asset that must be disclosed, but also credible evidence as to its value. The husband failed to disclose that his pension was a financial asset, not simply an income stream. He did not provide a valuation of the pension plan as at the date of separation. See *Stewart v. Karalis*, 2025 CarswellOnt 14396, 2025 ONSC 4977 (Ont. S.C.J.).

ProView Developments

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