

CANADA / JUDGMENT

Belick Estate (Re)

2025 BCSC 2681

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Supreme Court of British Columbia

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2025 BCSC 2681 Belick Estate (Re)

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Belick Estate (Re),

2025 BCSC 2681

Date: 20251218

Docket: P22374

Registry: Fort St. John

In the Matter of the Estate of Lawrence Michael Belick, Deceased

Before: The Honourable Justice M. Underhill

Oral Reasons for Judgment

In Chambers

Counsel for the Applicant, Malcolm Andrew Catto in his Capacity as Executor of the Estate of Victoria Marie Arnault:

E.F. Macaulay

(November 20, 2025)

M.I. Szepes

Appearing as Agent for

E.F. Maccaulay

(December 18, 2025)

Counsel for the Attendee, Lana Michele Kelk:

J.M. Richter

Place and Date of Hearing:

Vancouver, B.C.

November 20, 2025

Place and Date of Judgment:

Vancouver, B.C.

December 18, 2025

TABLE OF CONTENTS

Introduction.. 3

Procedural History. 3

Analysis. 4

Applicable Legislative Provisions and Legal Principles. 4

The Evidence. 10

Conclusion and Orders. 25

Introduction

[1] THE COURT: Two applications came before me in this estate matter, both of which raise the central question of whether the late Victoria Marie Arnault ("Ms. Arnault") was the common-law spouse of Lawrence Michael Belick ("Mr. Belick"). Mr. Belick passed away intestate on December 7, 2013 in Fort St. John, British Columbia.

Procedural History

[2] Ms. Arnault commenced the underlying proceeding by way of a submission for estate grant in November 2014.

[3] In a notice of application filed September 11, 2015, Lana Michele Kelk sought orders, among others, that:

- a) as a child of Mr. Belick, she be entitled to apply for an estate grant;
- b) Ms. Arnault be declared not to be the common-law spouse of Mr. Belick under the Estate Administration Act, R.S.B.C. 1996, c. 122 [EAA]; and, alternatively,
- c) Ms. Kelk be appointed the administrator of Mr. Belick's estate.

[4] Ms. Arnault opposed the application and sought orders that she be declared Mr. Belick's common-law spouse and appointed the sole administrator of his estate.

- [5] By way of an order dated October 2, 2015, Ms. Arnault and Ms. Kelk were appointed co-administrators of Mr. Belick's estate. The issues regarding whether Ms. Kelk was a child of Mr. Belick, and Ms. Arnault his common-law spouse, were adjourned generally.
- [6] Since 2015, it appears no material steps were taken, with the exception of Ms. Arnault filing a supplemental affidavit of assets and liabilities in April 2016, until Ms. Kelk filed a notice of application in April 2025, seeking a declaration that she is the sole surviving issue of Mr. Belick.
- [7] In the interim, Ms. Arnault passed away on May 3, 2018, after which Ms. Kelk continued on as the sole administrator of Mr. Belick's estate.
- [8] Malcolm Catto, as executor of Ms. Arnault's estate, filed an application on June 6, 2025, seeking, among other orders, a declaration that Ms. Arnault is the common-law spouse of Mr. Belick. Ms. Kelk's status as the sole surviving child of Mr. Belick was confirmed in a consent order dated June 18, 2025. I understand the current value of Mr. Belick's estate to be just over \$600,000.

Analysis

Applicable Legislative Provisions and Legal Principles

- [9] I will first review the applicable legislative provisions and legal principles. Mr. Belick died on December 7, 2013, such that the EAA is the relevant legislation. Section 1 of the EAA includes the following definition of "common-law spouse":

"Common law spouse" means either

- (a) a person who is united to another person by a marriage that, although not a legal marriage, is valid by common law, or
- (b) a person who has lived and cohabited with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a period of at least 2 years immediately before the other person's death.

- [10] Under s. 85 of the EAA, if an intestate dies leaving a spouse and issue (meaning a lineal descendant), the net value of the proceeds of an estate is divided as follows:

Intestate leaving spouse and issue

85 []

[]

- (4) If the net value of the person's estate is greater than \$65 000, the spouse is entitled to \$65 000, and has a charge on the estate for that sum.
- (5) After payment of the sum of \$65 000, the residue of the estate goes as follows:

- (a) if the intestate dies leaving a spouse and one child, 1/2 goes to the spouse;
 - (b) if the intestate dies leaving a spouse and children, 1/3 goes to the spouse.
- [11] The parties agree that Mr. Catto bears the burden, on a balance of probabilities, of proving that Ms. Arnault was the common-law spouse of Mr. Belick: *Jones v. Davidson*, 2020 BCSC 1371, at para. 23 [Jones BCSC].
- [12] As Justice Saunders observed in the appellate decision in *Jones v. Davidson*, 2022 BCCA 31 [Jones BCCA], there is a considerable body of jurisprudence addressing what it means to be in a marriage-like relationship. That is in part because the language appears in many statutes in this province: *Austin v. Goerz*, 2007 BCCA 586 at paras. 28, 31, and 32; and because the characterization of a relationship between two parties at a given time is not capable of precision: *Jones BCCA* at para. 21. Justice Frankel explained why that is so at para. 58 of *Austin*:
- [58] It is understandable that the presence or absence of any particular factor cannot be determinative of whether a relationship is marriage-like. This is because equally there is no checklist of characteristics that will invariably be found in all marriages. In this regard I respectfully agree with the following from the judgment of Ryan-Froslic J. In *Yakiwchuk v. Oaks*, 2003 SKQB 124:
- [10] Spousal relationships are many and varied. Individuals in spousal relationships, whether they are married or not, structure their relationships differently. In some relationships there is a complete blending of finances and property - in others, spouses keep their property and finances totally separate and in still others one spouse may totally control those aspects of the relationship with the other spouse having little or no knowledge or input. For some couples, sexual relations are very important - for others, that aspect may take a back seat to companionship. Some spouses do not share the same bed. There may be a variety of reasons for this such as health or personal choice. Some people are affectionate and demonstrative. They show their feelings for their "spouse" by holding hands, touching and kissing in public. Other individuals are not demonstrative and do not engage in public displays of affection. Some "spouses" do everything together - others do nothing together. Some "spouses" vacation together and some spend their holidays apart. Some "spouses" have children - others do not. It is this variation in the way human beings structure their relationships that make the determination of when a "spousal relationship" exists difficult to determine. With married couples, the relationship is easy to establish. The marriage ceremony is a public declaration of their commitment and intent. Relationships outside marriage are much more difficult to ascertain. Rarely is there any type of "public" declaration of intent. Often people begin cohabiting with little forethought or planning. Their motivation is often nothing more than wanting to "be together". Some individuals have chosen to enter relationships outside marriage because they did not want the legal obligations imposed by that status. Some individuals have simply given no thought as to how their relationship would operate. Often the date when the cohabitation actually began is blurred because people "ease into"

situations, spending more and more time together. Agreements between people verifying when their relationship began and how it will operate often do not exist.

[Frankel J.A.'s emphasis.]

- [13] There is also a helpful discussion by Justice Groberman in *Weber v. Leclerc*, 2015 BCCA 492 at paras. 23 and 25 in the context of the Family Law Act, S.B.C. 2011, c. 25. Justice Saunders summarized the proper analytical approach in *Jones* BCCA at para. 24:
- [24] The upshot of these cases, as explained in *Austin* and *Weber*, is that the characterization of a relationship as marriage-like is contextual. It involves the subjective intentions of the parties and objective evidence, and the subjective intentions, where there is evidence of such, may be tested by reference to the objective evidence. In turn, that objective evidence may address a wide assortment of characteristics or indicia for which there is no definitive classification system to determine the ultimate characterization of the relationship. That answer must be given by the judge, understanding the concept and fully considering the evidence.
- [14] I also heard submissions from Ms. Kelk on the proper interpretive approach to the definition of "common-law spouse" in the EAA, which has evolved over time and has been subsequently replaced by new language in the Wills, Estates and Succession Act, S.B.C. 2009, c. 13 [WESA]. Specifically, Ms. Kelk says that the distinct language of "lived" and "cohabited" need to be approached as separate inquiries, and as I understood the submission, that cohabitation includes a consideration of co-residency.
- [15] That argument was addressed at some length by Justice Mayer, as he then was, in *Jones* BCSC at paras. 33 to 38:
- [33] I accept that the legislature must have intended that the words lived and cohabited have separate meanings. I interpret the word lived as meaning carrying out the activities of daily life.
- [34] Cohabitation has been defined to mean a mutual intention to continue a relationship which is only ended when one party regards the relationship to be at an end and demonstrates that this particular state of mind is a settled one: *Gosbjorn v. Hadley*, 2008 BCSC 219, at para. 137, referring to *Hodge v. Canada (Minister of Human Resources Development)*, 2004 SCC 65 (CanLII), [2004] 3 S.C.R. 357 [Hodge].
- [35] As stated by Justice Binnie in *Hodge* "[c]ohabitation" in this context is not synonymous with co-residence. Two people can cohabit even though they do not live under the same roof and, conversely, they may not be cohabiting in the relevant sense even if they are living under the same roof."
- [36] I note that there is nothing in the Act or in the authorities which suggests that cohabitation can only mean living in the same place on a permanent basis.

- [37] In my view in the context of the Act, cohabitation requires a mutual intention to be together as more than just roommates. Cohabitation must involve an intention to share responsibilities - although one party can provide more support than another. In this respect there is an overlap between cohabitation and being in a marriage-like relationship. I note that this overlap was eliminated in the successor to the Act, the Wills, Estate and Succession Act, S.B.C. 2009, c. 13, s. 2(1), where the word cohabited was removed from the definition of spouse.
- [38] I do not consider that a determination of whether two people lived and cohabited together should be made in isolation from consideration of whether they did so in the context of a marriage-like relationship. As the authorities make clear a holistic approach is required.
- [16] In turn, Saunders J.A. had this to say on this issue in Jones BCCA:
- [16] Much attention in the jurisprudence has been on the difference, if any, between cohabiting and being in a marriage-like relationship, as well as on the content of the words "marriage-like relationship". Indeed, while Eric Jones submitted that Ms. Davidson could not succeed because the parties had not resided together in one place for the requisite two years, he did so relying on the requirement for cohabitation, a submission he said made an evaluation of whether the relationship was marriage-like unnecessary. The judge rejected this submission, referring to Hodge v. Canada (Minister of Human Resources Development), 2004 SCC 65, and proceeded on the basis that the state of cohabitation overlaps with being in a marriage-like relationship.
- [17] It seems to me, however, that to be true to the legislation, the starting place for an enquiry into status as a common law spouse should be the first of the three qualifications: Did the survivor "live with" the deceased for the requisite period? I say this recognizing that the concept of living with another person must be susceptible to some factual fluidity to take account of the complexities of modern life including employment and education needs, and geography. Even so, the question I would pose here is whether the term "live with" connotes a degree of "withness" or sharing that is independent of the indicia of a marriage-like relationship and independent of the character of the relationship.
- [18] For completeness, I will observe that there are hints in cases that "living with" another person does not refer to the nature of the relationship. In Hodge, Justice Binnie explained that at least in the context of the legislation then before the court, cohabitation is not synonymous with co-residence. He said at para. 42 that two people "can cohabit even though they do not live under the same roof and, conversely, they may not be cohabiting in the relevant sense even if they are living under the same roof". In that discussion, co-residence and "living with" are interchangeable.

[19] Further, in discussing whether parties have been in a marriage-like relationship, courts have acknowledged that a party may live with another before the relationship transforms into one that is marriage-like. For example, in *Takacs v. Gallo* (1998), 1998 CanLII 6429 (BC CA), 48 B.C.L.R. (3d) 265 (C.A.), Madam Justice Newbury for the majority observed at para. 53:

... subjective or conscious intentions may be overtaken by conduct such that whilst a person living with another might not say he or she was living in a marriage-like relationship, the reality is that the relationship has become such.

[20] Considering at least these authorities, it seems to me that a different factual enquiry may be engaged by the use of the words "live with" than is engaged by the words "cohabit" and "marriage-like relationship." However, I do not propose to do more than raise this issue here. In any case, sharing the same residence is a consideration on the second and third qualifications which I now turn to - "cohabit" and "in a marriage-like relationship". Those words have been fully considered by the parties and the judge. As did the judge, I consider there is overlap between those words and that "cohabit", for practical purposes, should be treated as encompassed by the words "marriage-like relationship".

[17] I accept there may well be different factual inquiries in determining whether parties are living with each other or cohabiting, with the latter term not necessarily being synonymous with co-residence on the authorities. However, I also agree with Justice Mayer that regardless of whether one adopts his approach to "living with" as meaning "caring out the activities of daily life", those words cannot be interpreted and applied in isolation, and that a holistic and contextual approach requires the focus be on whether the parties were in a marriage-like relationship.

[18] Ms. Kelk also emphasized the definition of "common-law spouse" in the EAA requires that there be a marriage-like relationship in the two years immediately preceding the death of the intestate, as opposed to the broader approach of any two years in the WESA. Accordingly, I must focus in this case on the period between December 2011 and December 2013 in determining whether Mr. Belick and Ms. Arnault were in a marriage-like relationship under the EAA. As I will discuss below, however, I part company with Ms. Kelk to some degree in the weight to be given to prior lengthy relationship of Mr. Belick and Ms. Arnault in making that determination.

[19] Lastly, I wish to briefly address the challenges in dealing with the evidence before me in this case. The well-established test for assessing the truthfulness of the testimony of a witness requires a determination of whether their evidence is consistent with independent evidence and "in harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place in those conditions": *Matossian Estate v. Clark Estate*, 2024 BCSC 2214 [Matossian] at para. 26.

- [20] In *Matossian*, Justice Hoffman went on to cite *Bradshaw v. Stenner*, 2010 BCSC 1398, and Justice Dillon's articulation of the applicable principles and methodology for assessing credibility:
- [186] Credibility involves an assessment of the trustworthiness of a witness' testimony based upon the veracity or sincerity of a witness and the accuracy of the evidence that the witness provides (*Raymond v. Bosanquet (Township)* (1919), 59 S.C.R. 452, 50 D.L.R. 560 (S.C.C.)). The art of assessment involves examination of various factors such as the ability and opportunity to observe events, the firmness of his memory, the ability to resist the influence of interest to modify his recollection, whether the witness' evidence harmonizes with independent evidence that has been accepted, whether the witness changes his testimony during direct and cross-examination, whether the witness' testimony seems unreasonable, impossible, or unlikely, whether a witness has a motive to lie, and the demeanour of a witness generally (*Wallace v. Davis*, [1926] 31 O.W.N. 202 (Ont. H.C.); [*Faryna*] v. Chorny, [1952] 2 D.L.R. [354] (B.C.C.A.) [*Faryna*]; *R. v. S.(R.D.)*, [1997] 3 S.C.R. 484 at para.128 (S.C.C.)). Ultimately, the validity of the evidence depends on whether the evidence is consistent with the probabilities affecting the case as a whole and shown to be in existence at the time ([*Faryna*] at para. 356).
- [187] It has been suggested that a methodology to adopt is to first consider the testimony of a witness on a 'stand alone' basis, followed by an analysis of whether the witness' story is inherently believable. Then, if the witness testimony has survived relatively intact, the testimony should be evaluated based upon the consistency with other witnesses and with documentary evidence. The testimony of non-party, disinterested witnesses may provide a reliable yardstick for comparison. Finally, the court should determine which version of events is the most consistent with the "preponderance of probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions" (*Overseas Investments (1986) Ltd. v. Cornwall Developments Ltd.* (1993), 1993 CanLII 7140 (AB KB), 12 Alta. L.R. (3d) 298, at para. 13 (Alta. Q.B.)). I have found this approach useful.
- [21] Here, the case was exclusively argued on the basis of affidavit evidence, most of which is at least ten years old, and none was tested under cross-examination. I have, accordingly, approached all of the affidavits with caution, particularly for those affiants, including Ms. Kelk and the surviving children of Ms. Arnault, who have a direct financial interest in the outcome of the case. The lack of cross-examination also means that it is unknown whether other family members might have had a financial incentive to give the evidence they did. I have paid particular attention to the affidavits from witnesses who might fairly be characterized as independent, as well as what I will loosely call the documentary evidence.

The Evidence

- [22] With those principles in mind, I turn to the analysis of the evidence, beginning with the affidavits sworn by Ms. Arnault, which at least in part addressed the subjective intentions of the parties. In her first affidavit sworn September 16, 2014, Ms. Arnault deposed that she met Mr. Belick in Fort St. John sometime in the early 1960s, and they started to live together in an apartment in Fort St. John, along with her five children, in 1967. Those children, the product of two previous relationships, were Hazel, Glen, Earl, Percy, and Janet. Hazel, Janet, and Percy have sworn affidavits in this proceeding along with Glen's daughter, Nicole.
- [23] Ms. Arnault described her relationship with Mr. Belick in her first affidavit as "unique", at least in the sense of having separate finances from the start. In the early years, she deposed that both parties regularly worked away from home in oil camps, Ms. Arnault as a cook and Ms. Belick as a labourer and truck driver. She said that Mr. Belick would take care of her children while she was away working, including taking them to school.
- [24] She provided additional details on their relationship in her second affidavit sworn September 17, 2015. She deposed that Mr. Belick was very much a stepfather to her children and took a strong interest in their schooling and lives. She and Mr. Belick shared various household expenses and chores. Ms. Arnault did all of the cooking, and described Mr. Belick's favourite meal as perogies and cabbage rolls. Mr. Belick did other chores around the house. As Ms. Arnault did not drive, Mr. Belick would drive her around town, and they would shop for groceries together.
- [25] Ms. Arnault deposed that they spent Christmas and other traditional holidays together, as well as the celebration of birthdays and other family events, where she said Mr. Belick was accepted by her extended family as her common-law husband. Mr. Belick bought gifts for Ms. Arnault's children and grandchildren up until his death.
- [26] When Ms. Arnault was sick, Mr. Belick would drive her to Grande Prairie or Dawson Creek for medical attention. If they stayed overnight, Mr. Belick would pay the bill. Mr. Belick paid for other expenses, including dental visits, hockey equipment for her sons, and accounting fees for the filing of income tax returns. Mr. Belick also paid a fine for a traffic violation for Ms. Arnault's son, Glen, who was in jail as a result of his failure to pay it. Glen passed away in March 2002, and Mr. Belick paid for his coffin and other funeral expenses, as well as the expenses for Ms. Arnault to attend the funeral in Victoria.
- [27] Ms. Arnault also described how she and Mr. Belick went regularly to the Condill Hotel in Fort St. John to play bingo and have a drink and socialize.
- [28] In the early 2000s, Mr. Belick gave Ms. Arnault a ring to renew their commitment to one another, and she described how they affectionately referred to each other as their "old lady" and "old man". She acknowledged that, like other couples, they quarrelled at times, but always kissed and made up. She also stated the following in her second affidavit:

45. [] At no time throughout our 47 years together did either one of us ever terminate or end the relationship. We are always committed to each other.
- [29] In 1973, Mr. Belick bought a rural property on 242 Road outside of Fort St. John (the "242 Property"), where Ms. Arnault went to live in a trailer with Mr. Belick and two of her children, Percy and Janet. The other children had left home to live independently at that point in time. In the ensuing years, Mr. Belick built up a water trucking business, as the 242 Property provided space for him to park his trucks and, over time, he acquired an adjacent lot and a larger trailer to live in.
- [30] Mr. Belick bought a rental property in Fort St. John on 92A Street in 1982 (the "92A Property"), and Ms. Arnault deposed that she assisted with various tasks like painting, changing the hardwood floor, and cleaning. She also said she collected rental payments and paid the utilities using the rental money.
- [31] She also deposed that later in their relationship, they spent more time in different residences. Ms. Arnault wanted to live in town because she did not drive, and Mr. Belick preferred to live at the 242 Property. In Ms. Arnault's words, Mr. Belick was "a kind of eccentric person, he never liked city life". She says they agreed to rent an apartment right in Fort St. John in order to meet her need to be closer to town, but they would remain committed to each other. Mr. Belick bought various furniture and a television for the apartment and paid for the utilities, even though they were under Ms. Arnault's name.
- [32] She deposed they remained intimate throughout their entire relationship, including when they spent time apart in different residences. They would spend time together in the apartment, including meals, but Mr. Belick generally preferred to go back to the 242 Property. She attached various photos and special dinners at the apartment in town, including Mr. Belick's 75th birthday on September 4, 2011, as well as Christmas dinner with friends in 2010 and 2011. Ms. Arnault also said that Mr. Belick would sometimes call and ask her to come and stay with him at the 242 Property, saying words like "call a cab and come over here".
- [33] One point of contention is the evidence of Ms. Arnault in her first affidavit that she and Mr. Belick moved to the 92A property in the late 1990s, during which time she said Mr. Belick would reside with her when she was not working away at a camp. She deposed that he paid for groceries, the utility bills, and bought furniture for that residence. In her second affidavit, she described moving into the 92A property in 2012, where she and Mr. Belick would spend time together in the upper part of the house while the basement was rented. From her first affidavit, it appears the 92A property may have been repaired again in 2012 and that her son and grandchild may have also lived in the 92A property at that time.
- [34] Ms. Kelk argued this inconsistency raises a significant credibility issue with respect to Ms. Arnault's evidence. In my view, this is more an issue of reliability than credibility. Looking at the evidence as a whole, the most likely conclusion is that Ms. Arnault was confusing the 92A Property with the rented apartment in her first affidavit. While this makes the first

affidavit unreliable in that regard, it does not, in my view, materially affect Ms. Arnault's credibility on the key issue of whether she was in a marriage-like relationship with Mr. Belick.

- [35] Lastly, Ms. Arnault described how she took care of Mr. Belick in 2013, when his health was in decline and was with him at the hospital when he passed. She deposed that his passing left "a large hole in my life, I had lost my life long partner".
- [36] Hazel Quintal, who said she is Ms. Arnault's oldest daughter, made an affidavit on September 17, 2015, in which she described family life with Mr. Belick in the early years, including Mr. Belick buying bikes for her siblings, Percy and Janet; going to rodeos where he would buy boots and hats for the younger children; and teaching Percy how to drive and maintain a vehicle. Hazel also deposed that Mr. Belick was called "grandpa" by various of Ms. Arnault's grandchildren and great grandchildren.
- [37] Hazel included additional details on the relationship. She said that Mr. Belick and Ms. Arnault would often have meals together and would occasionally go into town for a meal and more often to have a drink. She also described how Mr. Belick would sing and play guitar to Ms. Arnault, and they would occasionally dance together. Mr. Belick would also take Ms. Arnault to Meadow Lake, Saskatchewan, for holidays where both Mr. Belick and Ms. Arnault were from.
- [38] Hazel also confirmed various parts of Ms. Arnault's evidence, including the medical trips to Grande Prairie and Dawson Creek, the purchase of furniture for the apartment at Fort St. John, and the payment of Glen's funeral expenses. She also deposed to being asked by Mr. Belick in 2004 to help shop for a ring for Ms. Arnault, which Mr. Belick ultimately purchased for \$1,100.
- [39] Janet Arnault, in an affidavit sworn September 17, 2025, recalled Mr. Belick being part of her life since she was a little girl. Mr. Belick first moved into their home in Fort St. John, and the family then moved into the trailer at the 242 Property sometime in the 1970s, where she and her brother, Percy, slept in bunk beds attached to the wall. Later on, Mr. Belick purchased a neighbouring property with a larger trailer, which allowed her brothers, Glen and Earl, to stay with the family from time to time.
- [40] Janet deposed that Ms. Arnault did all the cooking and housekeeping, and that Mr. Belick did various chores around the trailer. She provided additional details of Mr. Belick being "the dad we never had", including Mr. Belick:
- a) purchasing her a pearl necklace and earrings when she was ten, the first expensive piece of jewellery she ever owned;
 - b) driving her and her siblings to school;
 - c) taking interest in the children's report cards and buying gifts for good grades;

- d) buying bicycles, shoes, clothes, and school supplies, although he may not have come on the actual shopping trips;
- e) driving the family for weekend picnics to a local lake with various aunts and cousins, all of whom accepted Mr. Belick as a member of the family;
- f) taking the family on holiday to Meadow Lake, Saskatchewan;
- g) teaching her and her brother, Percy, how to tell time; and
- h) celebrating all holidays with the family and her mother preparing Mr. Belick's favour meal, perogies and cabbage rolls.

[41] She deposed that Mr. Belick always treated her like his daughter, and she considered him to be her father. Mr. Belick was not extravagant with his money, did not spoil the children, and taught them the value of hard work and responsibility. Janet said that Mr. Belick always treated her mother with love and respect.

[42] Percy Arnault made an affidavit on September 17, 2015, and deposed that he too saw Mr. Belick as a father to him. Mr. Belick taught him to drive and fix and maintain cars and trucks, and he helped Mr. Belick with his water trucking business. He also confirmed that Mr. Belick bought Ms. Arnault a ring and described their relationship as loving, having witnessed them hugging and kissing.

[43] He provided some details on their living arrangement at the point where Ms. Arnault was living in the apartment in Fort St. John. He deposed that Mr. Belick had keys to the apartment, and would have most meals there with Ms. Arnault. He would at times stay the night, or Ms. Arnault would go and spend the night in the trailer of the 242 Property. He also described Mr. Belick inviting Ms. Arnault to go live in the 92A Property in 2012, in his words, "rent free". Again, Mr. Belick would eat most of his meals with Ms. Arnault in the 92A Property and sometimes stay the night or return to the 242 Property.

[44] Mr. Belick always gave him a cash gift at Christmas and on New Year's Day would bring a turkey or ham and some beer over. He described how when Mr. Belick got sick in 2013, he drove his mother to the 242 Property so she could take care of him. She stayed in the trailer at that time, doing his laundry and cooking his meals, and also was with him in the hospital when Mr. Belick died.

[45] Glen Arnault's daughter, Victoria, made an affidavit on September 22, 2015. She described calling Mr. Belick "grandpa" for as long as she can remember. She recalled summer visits with her grandparents and going for ice cream with Mr. Belick and her two brothers to Charlie Lake when she was a little girl. She also says Mr. Belick took them camping a few times. She remembers her grandfather always being around and eating lunch with her grandmother at her place, and also spending time riding bikes at "grandpa's shop", where Mr. Belick kept a supply of ice cream and mints. She recalls seeing Mr. Belick and Ms. Arnault together all the time on her visits, and she considered them a couple throughout her

life until Mr. Belick passed away.

- [46] Mr. Catto, who I understand is also Ms. Arnault's brother-in-law, made his first affidavit on September 16, 2014, in which he described meeting Mr. Belick in a bar in Fort St. John in the early 1970s and becoming instant friends. He said he has known Mr. Belick and Ms. Arnault as a couple since January of 1973 and has spent a lot of time socially with them, including all of the major holidays. Mr. Catto also rented the 92A Property with his family for two years.
- [47] He described the two of them living together at the 242 Property, the rented apartment at Fort St. John, and at the 92A Property, although he did not provide details of the relevant time periods. He did expressly say, however, that he "knew" that Ms. Arnault was not paying rent at the 92A Property.
- [48] He also confirmed that Mr. Belick and Ms. Arnault took trips together to visit their relatives in Meadow Lake, Saskatchewan.
- [49] He also described Mr. Belick as eccentric, and as a simple and down-to-earth man who always provided for Ms. Arnault's needs. He deposed that Ms. Arnault was the love of Mr. Belick's life and Mr. Belick maintained that perspective throughout difficult or stormy parts of the relationship. He also saw them kiss and make up after a fight.
- [50] In a second affidavit made July 8, 2025, Mr. Catto provided some further details of events closer to Mr. Belick's death. In particular, he described the events the day before Mr. Belick passed, including bringing Ms. Arnault to the hospital after Mr. Belick was taken in an ambulance from the Wholesale Club where he had an acute medical incident. He then took them both home after Mr. Belick was discharged and participated in a conversation about Mr. Belick's and Ms. Arnault's wishes and intentions for their funeral arrangements. Specifically, he deposed that both individuals discussed wanting to have a modest funeral service and being buried together.
- [51] Mr. Catto attached a picture of the headstone on the burial plot with both of their names on it, along with a number of other photographs, including of Christmas dinner in 2012. He also reiterated evidence in Ms. Arnault's first affidavit that he considered Mr. Belick and Ms. Arnault to be very much in love with each other, and in his words, "a very exclusive and compassionate couple".
- [52] Elaine Budnick, the owner of the Condill Hotel in Fort St. John, made an affidavit on September 18, 2015, in which she deposed to knowing Mr. Belick and Ms. Arnault as friends and customers for 40 years. She often saw both of them together in the lounge at the hotel where Mr. Belick would order a pilsner beer, and Ms. Arnault would have a draft beer with Clamato juice. They also played bingo twice a week in the lounge. She also saw them walking together downtown, at the grocery store, and at the Wal-Mart.

- [53] Ms. Budnick observed that the two of them stopped coming to the hotel in October 2013 when Mr. Belick's health worsened. Based on her interactions and relationship with them, she deposed that they had an exclusive and committed relationship and treated each other as if they were married in the traditional sense.
- [54] Before turning to the evidence adduced by Ms. Kelk as well as the documentary evidence, I will make a few brief observations. It is fair to say that all the affidavits I have just reviewed have some degree of advocacy in them, but that is to be expected in a case like this. However, taken together, and putting slightly more weight on the affidavits of Mr. Catto and Ms. Budnick as more independent witnesses, they collectively paint a fairly compelling picture of a long-term marriage-like relationship. Further, in my view, a proper contextual or holistic approach to the question of whether the parties were in a marriage-like relationship in the two years immediately before Mr. Belick's death requires that some weight be given to the evidence about that previous 45 years of the relationship.
- [55] Importantly, there is nothing in those affidavits which suggests a "settled" state of mind that the relationship came to an end in the two years before Mr. Belick's death: *Hodge v. Canada (Minister of Human Resources Development)*, 2004 SCC 65, [2004] 3 S.C.R. 357. There is little doubt that it evolved over time, as all relationships do, and that Mr. Belick and Ms. Arnault were spending far less time co-residing in the later years, but, on the case law, that is not to be equated with termination of the relationship. The question, then, is whether Ms. Kelk's affidavit evidence can displace the weight of that evidence and lead me to the conclusion on a balance of probabilities that the parties were not in a marriage-like relationship in the two years immediately preceding Mr. Belick's death.
- [56] Helen Pylot, Mr. Belick's sister, made a short affidavit on July 15, 2015. In addition to confirming she provided a DNA sample to Ms. Kelk, she deposed that she would speak occasionally to Mr. Belick on the phone, and he told her that Ms. Arnault occasionally came over to do the cooking or cleaning for him, and she formed the "definite impression that his relationship with Vickie Arnault in at least the several years before his death was a casual one, and he certainly did not consider her to be his spouse or partner".
- [57] Ms. Kelk made an affidavit on July 21, 2015 and filed on September 11, 2015, which was largely directed at her lineage claim as well as various events concerning the state of Mr. Belick's assets, which were relevant to the contested issue of who would administrate Mr. Belick's estate. However, she also briefly addressed Ms. Arnault's status in two paragraphs of that affidavit. First, she deposed to meeting Ms. Arnault at Mr. Belick's funeral, where she says Ms. Arnault introduced herself as Mr. Belick's spouse and insisted that Ms. Kelk sit next to her. She then said this in a later paragraph:
4. Subsequently, I was told by some people in Fort St. John that Vickie was not Lawrence's common-law spouse but just a friend and likely a tenant. I was also told that Lawrence lived in a trailer on his acreage, and Vickie lived in the upper suite of a rental house owned by Lawrence. []

- [58] She did not, however, provide further details about this evidence, including the identity of the individuals who provided that information.
- [59] Mike Belick is Mr. Belick's nephew and made an affidavit on July 23, 2015. He deposed to living with Mr. Belick for three months in 1994 at the 242 Property, and said he saw nothing in the trailer that would suggest a woman ever stayed there. He also deposed to having dinner with Mr. Belick and Ms. Arnault at her apartment in Fort St. John during that time period.
- [60] Mike Belick returned to Fort St. John in 2011, said the trailer at the 242 Property was largely unchanged from when he was last there, and that Ms. Arnault was still living at the apartment in Fort St. John. Since his return in 2011, he observed that Mr. Belick mostly ate at restaurants in town by himself and Ms. Arnault was "at best" a friend who Mr. Belick helped out occasionally by paying her to do laundry or other light chores. He said that Mr. Belick told him that he respected Ms. Arnault for raising her kids while living on welfare and that he knew her from Meadow Lake and liked to help her out sometimes. This included saving up bags of beer cans which Mr. Belick would give to Ms. Arnault for doing his laundry, and allowing her to keep any leftover money.
- [61] Mike Belick described visiting Mr. Belick two to three times a week, and said that he only saw Ms. Arnault once cleaning up some dishes. He acknowledged that Mr. Belick would visit Ms. Arnault on "special occasions" such as Christmas, but said most often Mr. Belick would go to the pub for a few hours and then come back to the 242 Property by himself.
- [62] Mike Belick also deposed that Mr. Belick asked him and his then girlfriend, Marilyn Lamont, to help Ms. Arnault move into the 92A Property in 2012. He said that he saw nothing belonging to Mr. Belick in Ms. Arnault's apartment, and had the "impression" that Ms. Arnault was paying rent at the 92A Property.
- [63] In the winter of 2012/2013, Mike Belick deposed that Mr. Belick came down with the flu and pneumonia, and that he and his girlfriend, Ms. Lamont, visited Mr. Belick every day or two, and brought him takeout food. He said that he did not see Ms. Arnault at the 242 Property during that time period, but that Ms. Arnault's son did bring Mr. Belick groceries one day for which Mr. Belick paid him.
- [64] Mike Belick added that as far as he knew, Mr. Belick did not buy gifts for anyone, and during the time period in which Ms. Arnault's children were growing up, Mr. Belick "would have been very busy building up his trucking business". He also deposed that Mr. Belick had a side business buying income tax returns at a discount so people could get early money, but did not know whether any of Ms. Arnault's tax returns were part of that business. He concluded his affidavit by saying he had the impression that Mr. Belick and Ms. Arnault were at best friends, and not spouses during the time he was in Fort St. John, including from 2011 until Mr. Belick's death.

- [65] Ms. Lamont, who was Mike Belick's girlfriend at the time, made an affidavit on October 7, 2014. She confirmed that she assisted with moving Ms. Arnault into the 92A Property in 2012 and that Ms. Arnault told her she had lived in her rented apartment for about 20 years.
- [66] She also deposed that had she and Mike Belick had made discussions with Mr. Belick in the trailer at the 242 Property, and when Ms. Arnault came up, Mr. Belick never talked about living together and said they were just friends. Further, Mr. Belick said he paid Ms. Arnault to do laundry as well painting at the 92A Property.
- [67] Ms. Lamont deposed that she did not see any signs of a woman living at the 242 Property. She also provided similar evidence to Mike Belick about taking care of Mr. Belick when he was sick in the winter of 2012 and 2013 and not seeing Ms. Arnault during that time period. She similarly deposed that she never saw Ms. Arnault during weekly visits in the spring of 2013, and twice-a-week visits in the summer of 2013. She ended her affidavit by stating that Mr. Belick told her he would on occasion travel to Meadow Lake and would take Ms. Arnault to visit her relatives and friends but that "he did not go with her on visits with family friends", that "he did his own thing in Meadow Lake", and "was just giving Vickie a ride."
- [68] Donna Backus was Mr. Belick's neighbour at the 242 Property from September 2007 until his death in 2013, and made an affidavit on August 7, 2025. She deposed that their house was right next door and that Mr. Belick's kitchen window opened onto her front deck. She said she saw Mr. Belick in or around his house nearly every day and that he would pop over to their place every so often when they first moved in but not in later years, perhaps because of an ongoing conflict over noise alluded to in her affidavit. She could easily see people coming and going from the 242 Property, and only saw Ms. Arnault about three times in the early morning over the period of time they lived next door.
- [69] She deposed that she retired in August 2013, and that in the four months before Mr. Belick died while he was sick, she did not see Ms. Arnault visit him. She also said that while she worked at the Real Canadian Wholesale Club in Fort St. John, she would see Mr. Belick in the store and around town, and he was generally alone.
- [70] She concluded her affidavit by confirming that she has no financial or other interests in the estate, and added this:
16. I have never formed the view that Lawrence was dating anyone during the time we lived next to him, much less that he was living in a marriage-like or spousal relationship. I never formed the view that Lawrence was living in a marriage-like or spousal relationship with Vickie Arnault. He lived in his home alone.
- [71] Ms. Arnault responded to parts of the affidavits of Mike Belick and Marilyn Lamont in her second affidavit. In response to Ms. Lamont's affidavit, Ms. Arnault denied that Ms. Lamont assisted with the move to the 92A Property in 2020 and said she was never in the rented apartment in Fort St. John. She also addressed a statement in Ms. Lamont's affidavit that Mr. Belick had referred to a photograph in his living room at the 242 Property as being a

photograph of Ms. Kelk's daughter, Lana. She said the photograph in the living room was in fact a photograph of her granddaughter Nicole. She also said that some of her personal clothing, accessories, and a dresser were in the trailer at the 242 Property when Mr. Belick died.

- [72] In response to Mike Belick's affidavit, Ms. Arnault deposed that Mike Belick lived rent-free in Mr. Belick's trailer in 1994, and it was a short stay because of "frank conversations between Mr. Belick and Mike Belick about Mike Belick's homelessness". With respect to the beer cans, she said that she and Mr. Belick would save up the beer cans, sell them together, and use the money to buy Mr. Belick beer and Ms. Arnault a bingo ticket.
- [73] She also said that Mike Belick only assisted briefly with the move to the 92A Property in 2012, and reiterated that Ms. Lamont was not present during the move. She deposed that she was with Mr. Belick when he was sick at the end of his life, and at that period of time, Mr. Belick did not allow Mike Belick and Marilyn Lamont on his property. She also denied that Mr. Belick was involved in buying income tax returns at a discount, and pointed out that Mike Belick was not around when her children were growing up.
- [74] There are a few important takeaways from this body of evidence. First, there is noticeably more advocacy in these affidavits, with Mike Belick's evidence regarding the nature of the relationship between Mr. Belick and Ms. Arnault in earlier years being perhaps the most glaring example. That evidence is nothing more than speculation, which is directly refuted by the evidence of Ms. Arnault and her children. In addition, there is some advocacy present in the affidavits provided by Ms. Backus and Ms. Pylot, who would otherwise be considered as more independent.
- [75] Another factor is that the evidence of Mike Belick and Ms. Lamont is contradicted on certain points by Ms. Arnault. While those contradictions were not addressed in cross-examination, they do at least raise questions about the potential reliability and credibility of those witnesses.
- [76] Most importantly, when scrutinized closely, the affidavit evidence adduced by Ms. Kelk does not support the conclusion that what in my view is fairly described as a long-term marriage-like relationship over four decades was terminated or brought to an end in the last two years of Mr. Belick's life.
- [77] Rather, the overall thrust of that body of evidence is that their relationship was more casual, in the nature of friendship, or simply that Ms. Arnault was someone Mr. Belick liked to help out from time to time. That characterization of the relationship is very difficult to reconcile with the evidence from the previous four decades, of which none of Ms. Kelk's affiants had material knowledge. It is not consistent with the preponderance of probabilities that Mr. Belick and Ms. Arnault had a casual or friend-like relationship in the last two years of their life, after essentially a previous lifetime of a much deeper relationship.

- [78] What can be largely reconciled, however, is the evidence from Ms. Backus and other affiants that Ms. Arnault was not seen much around the 242 Property in the last two years of Mr. Belick's life. It was acknowledged by Ms. Arnault in her affidavits that they were spending more time residing apart in the later years, in part because of Mr. Belick's eccentricities and desire to live out of town at the 242 Property. While I acknowledge there is a legitimate question regarding Ms. Arnault's evidence about how much time she was actually spending at the trailer at the end of Mr. Belick's life, the main point is that the evolution of a long-term relationship, and a lack of co-residency in later years, does not necessarily lead to the conclusion that it was not marriage-like.
- [79] Accordingly, when the affidavits from both sides are looked at together in a holistic manner, I am of the view that they support the conclusion, on a balance of probabilities, that there was a marriage-like relationship between Mr. Belick and Ms. Arnault in the two years preceding Mr. Belick's death.
- [80] The final piece of the analysis is to review the documentary evidence to see what impact it has on that conclusion. There is relatively limited evidence relevant to the core issue of the existence of a marriage-like relationship in the key two-year time period between December 2011 and December 2013.
- [81] First, Ms. Arnault attached to her second affidavit a beneficiary designation form from 2005, which listed her as Mr. Belick's common-law spouse for his registered retirement income fund with the Royal Bank of Canada. This provides support for the conclusion that there was a marriage-like relationship at that point in time, but is not conclusive for the material period of the last two years of Mr. Belick's life.
- [82] On the other hand, Ms. Kelk adduced evidence demonstrating that the parties filed separate tax returns as individuals throughout their lives. The evidence also confirms they maintained separate bank accounts. This speaks against a marriage-like relationship, but as noted earlier, financial independence is not required for such a relationship to exist, and Ms. Arnault has expressly acknowledged there was a high degree of financial independence from the start of the relationship.
- [83] Ms. Kelk also adduced some evidence about Mr. Belick continuing to receive and claim rental income from the 92A Property while Ms. Arnault was residing there, and argued that it should be inferred that Ms. Arnault was paying rent to Mr. Belick during that time period. I am not prepared to make that inference in the face of Mr. Catto's evidence that he knew Ms. Arnault was not paying rent, and the evidence from Ms. Arnault's tax returns that she had a minimal income in her later years.
- [84] There is also some photographic evidence to be considered. As Ms. Kelk correctly pointed out, many of the photographs of Ms. Arnault and Mr. Belick together date from earlier years, which does not necessarily assist with determining the nature of the relationship in the final two years. However, they do provide some support for the existence of a marriage-like relationship in the past, which as I have said, is of some relevance when looking at the two

years immediately preceding Mr. Belick's death. Moreover, there are also a few photographs of holiday and other special family dinners in the final two years which are, in my view, relatively compelling evidence of the nature of the relationship in that key time period.

- [85] Finally, there is a unique piece of evidence in this case that deserves particular attention in the analysis, that being the joint headstone of Mr. Belick and Ms. Arnault. As I noted earlier, Mr. Catto attached a photograph of that headstone to one of his affidavits, and recounted the conversation with Mr. Belick and Ms. Arnault the day before Mr. Belick passed regarding their funeral and burial wishes.
- [86] Ms. Kelk made the submission that the headstone may have been a tactical decision on the part of Ms. Arnault to reinforce her claim as a common-law spouse. Acceptance of that submission requires a level of cynicism that is not consistent with normal human behaviour. I also see no incentive for Mr. Catto to fabricate his evidence about the conversation he witnessed the day before Mr. Belick died. In my view, the headstone is properly seen as genuine objective evidence of the nature of the committed relationship between Mr. Belick and Ms. Arnault, as opposed to strategic manoeuvring on the part of Ms. Arnault, particularly given that it was purchased in the immediate aftermath of Mr. Belick's passing. It also refutes any suggestion that their relationship was terminated or ended with a settled intention in the two years before Mr. Belick's death.

Conclusion and Orders

- [87] In sum, when all of the evidence is considered holistically, and bearing in mind that a marriage-like relationship cannot be defined with any precision, I am satisfied on a balance of probabilities that Mr. Belick and Ms. Arnault were living and cohabiting in a marriage-like relationship for the two years immediately preceding Mr. Belick's death such that Ms. Arnault should be considered his common law spouse under the EAA.
- [88] I therefore make the following orders and declarations:
- 1) A declaration that Victoria Marie Arnault is the common-law spouse of Lawrence Michael Belick and intestate beneficiary under the Estate Administration Act;
 - 2) The estate of Lawrence Michael Belick will be distributed in accordance with s. 85 of the Estate Administration Act.
 - 3) Within 30 days of this order, Lana Michele Kelk will provide to Malcolm Andrew Catto her accounting and all relevant records regarding the estate of Lawrence Michael Belick from October 2, 2015 to the date of this order.
 - 4) Mr. Catto will in turn provide his comments and any accounting or records that may still be in his possession regarding the estate of Lawrence Michael Belick within 30 days of the receipt of the documents from Ms. Kelk.
 - 5) As needed, there will be a reference to the registrar at a mutually convenient date and time.

6) Costs assessed as special costs will be paid to Mr. Catto in his capacity as executor of the estate of Victoria Marie Arnault by the estate of Lawrence Michael Belick.

[90] Should there be a need to apply for directions with respect to the terms of these orders, the parties should make a request to appear before me in the usual manner.

"Underhill J."

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