

CANADA / JUDGMENT

Mazar v. Murray

2025 BCSC 428

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Supreme Court of British Columbia

DECIDED

12 March 2025

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2025 BCSC 428 Mazar v. Murray

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Mazar v. Murray,

2025 BCSC 428

Date: 20250312

Docket: E05694

Registry: Abbotsford

Between:

Natasha Nicole Mazar

Claimant

And

Andrew John Murray

Respondent

Before: The Honourable Madam Justice Sukstorf

Reasons for Judgment

Counsel for the Claimant:

C.C. McLeod

Counsel for Respondent:

D.P. Kuhn

Place and Dates of Trial:

Port Coquitlam, B.C.

November 4 and 5, 2024

February 7, 2025

Place and Date of Judgment:

Abbotsford, B.C.

March 12, 2025

Table of Contents

Background.. 4

Legal Framework.. 4

The Separation Agreement & Spousal Support Provisions. 5

Automatic Termination of Spousal Support - Clause 4.4. 5

Automatic Suspension of Spousal Support - Clause 4.5. 6

Continuation of Payments Until a Formal Adjustment - Clause 4.12. 6

Prohibition on Variation - Clause 4.6. 7

Dispute Resolution - Clause 4.10. 7

Review and Material Change Provisions - Clause 4.8. 7

Clauses 4.9 and 4.11. 8

Common Law Legal Test for Marriage-Like Relationships. 8

Facts. 11

Discovery of Alleged Marriage-Like Relationship and Testimony of Andrew Murray. 11

Testimony of Private Investigator Ron Thom.. 12

Testimony of Natasha Mazar 13

Testimony of Daniel Blattler 15

Credibility of the Parties. 16

Credibility of Andrew Murray. 16

Credibility of Natasha Mazar 16

Credibility of Daniel Blattler 17

Credibility of Private Investigator Ron Thom.. 18

Issues. 18

Analysis. 18

Did Ms. Mazar Enter into a Marriage-Like Relationship as Defined by Law and Within the Meaning of the Separation Agreement?. 18

Relevant Facts. 19

What Were the Parties Intention with Respect to Clause 4.5. 21

Was the Threshold of a Marriage-like Relationship Met?. 23

Financial Interdependence. 24

What is the Social and Community Perception of Whether Ms. Mazar and Mr. Blattler are a Couple?. 25

Is There a Clear Level of Mutual Support and Reliance Akin to a Spousal Relationship?. 27

Is it a Committed Partnership?. 28

Finding on Whether Ms. Mazar and Mr. Blattler are in a Marriage-Like Relationship. 30

When Did Cohabitation Begin, and Did It Meet the Six-Month Threshold Required to Trigger the Automatic Suspension of Spousal Support Under Clause 4.5?. 31

Procedural Considerations and Clarifications. 32

Procedural Considerations: Was Mr. Murray justified in Unilaterally Ceasing Support Payments, or Was a Formal Determination Required Before Suspension Could Take Effect?. 33

Conclusion.. 34

Disposition.. 34

Background

- [1] This case concerns the suspension of spousal support payments under a separation agreement ("Separation Agreement") between Andrew Murray and Natasha Mazar. Mr. Murray asserts that Ms. Mazar has been cohabiting in a marriage-like relationship with Daniel Blattler for over five years. Under their Separation Agreement, spousal support automatically terminates if she resides with a partner in a marriage-like relationship for more than six months. Relying on this provision, Mr. Murray ceased payments in May 2023.

- [2] Ms. Mazar denies Mr. Murray's claim, maintaining that she and Mr. Blattler are roommates and friends, not partners in a marriage-like relationship. Both Ms. Mazar and Mr. Blattler reject this characterization of their relationship.
- [3] The burden of proof rests with Mr. Murray, who must establish, on a balance of probabilities, that Ms. Mazar and Mr. Blattler have been in a marriage-like relationship for at least six months.
- [4] In addition to seeking the suspension of spousal support, Mr. Murray seeks a retroactive order requiring Ms. Mazar to repay \$124,200 in alleged overpayments. He calculates this amount based on the \$2,300 monthly spousal support payment set out in the Separation Agreement, dating back more than five years to when he claims Ms. Mazar began residing with Mr. Blattler.

Legal Framework

- [5] The central issue is whether the relevant provision of the Separation Agreement has been triggered, automatically suspending spousal support. Mr. Murray argues that it has, while Ms. Mazar maintains that her relationship with Mr. Blattler does not meet the required threshold. The Separation Agreement does not define a marriage-like relationship or provide procedural guidance on suspending or reinstating support, necessitating judicial interpretation.
- [6] The Court must determine how the Separation Agreement was intended to apply to spousal support. If the parties' intentions cannot be ascertained from the agreement itself, the Court will rely on common law principles and legal precedent to assess whether Ms. Mazar and Mr. Blattler's relationship meets the legal threshold of a marriage-like relationship under the Separation Agreement.
- [7] Applying this framework, the Court will decide whether their living arrangement justifies the suspension of spousal support or whether their relationship remains one of friendship and shared residence without significant interdependence. The next section will examine the separation agreement in greater detail.

The Separation Agreement & Spousal Support Provisions

- [8] Mr. Murray and Ms. Mazar cohabited from June 15, 2000, to November 6, 2015. Following their separation, they entered into a Separation Agreement on March 15, 2017, under which Mr. Murray agreed to pay \$2,300 per month in spousal support until April 20, 2027.
- [9] The Separation Agreement governs various aspects of their separation, including the duration of spousal support, the conditions under which it may be suspended or terminated, and the process for reviewing support obligations. It stipulates that spousal support remains payable until April 20, 2027, unless specific termination or suspension conditions are met.

[10] While the Separation Agreement outlines certain conditions for terminating, suspending, or reviewing spousal support, it lacks procedural clarity on how and when suspension should be implemented in addition to not providing a definition for what constitutes a marriage-like relationship. The key provisions relevant to this issue are examined below.

Automatic Termination of Spousal Support - Clause 4.4

[11] Clause 4.4 of the Separation Agreement sets out the circumstances under which spousal support is automatically terminated. However, none of these conditions apply to the present case. Clause 4.4 states:

4.4 Spousal support automatically ends, without the necessity of a court order, when:

- (a) Natasha dies;
- (b) Andrew makes the final payment due on April 20, 2027;
- (c) Andrew dies, if the insurance required by this Agreement is in place. If it is not, Andrew's estate will pay a non-taxable lump sum amount to Natasha equal to the insurance benefit she would otherwise have received

[12] Since Clause 4.4 does not govern the suspension of spousal support due to a marriage-like relationship, the Court's analysis must instead focus on Clause 4.5, which specifically addresses this issue.

Automatic Suspension of Spousal Support - Clause 4.5

[13] Clause 4.5 of the Separation Agreement provides that spousal support is automatically suspended if Ms. Mazar cohabits in a marriage-like relationship for more than six months. However, the Agreement does not define what constitutes a marriage-like relationship, leaving this determination to be guided by common law principles. It reads:

4.5 If Natasha marries or cohabits with another person in a marriage-like relationship for more than 6 months, then for the period of time Natasha is residing with another person in a marriage or a marriage-like relationship the spousal support will be automatically suspended without the necessity of a court order.

Continuation of Payments Until a Formal Adjustment - Clause 4.12

[14] Clause 4.12 establishes that spousal support payments must continue unless they are formally adjusted through mutual agreement, a court order, or arbitration. It states:

Until spousal support is adjusted by mutual agreement in writing, court order, or arbitration award, Andrew will continue to pay spousal support under the parties' most recent written agreement, court order, or arbitration.

- [15] Despite this provision, Mr. Murray unilaterally ceased spousal support payments in May 2023, claiming that Clause 4.5 had been triggered because Ms. Mazar was cohabiting in a marriage-like relationship.

Prohibition on Variation - Clause 4.6

- [16] Clause 4.6 explicitly prohibits any variation of the terms set out in Clauses 4.4 and 4.5, either by the parties or the Court.

Dispute Resolution - Clause 4.10

- [17] Clause 4.10 of the Separation Agreement establishes that if Ms. Mazar and Mr. Murray cannot reach an agreement, they must follow the Dispute Resolution process set out in the Agreement. If they remain unable to resolve the issue, the matter must be determined by the Court. The Agreement further specifies that its interpretation is governed by the laws of British Columbia and that the Supreme Court of British Columbia has exclusive jurisdiction over any disputes arising from it.

Review and Material Change Provisions - Clause 4.8

- [18] Clause 4.8 permits a review and potential modification of spousal support if there is a material change in circumstances, even if that change was foreseen or foreseeable. The clause lists specific examples, including:

Spousal support may be reviewed and changed if there is a material change in circumstances, even if the change was foreseen or foreseeable. The change may be:

- a) Andrew's health, including Andrew becoming disabled;
- b) The loss or interruption of Andrew's employment for any reason beyond his control, including his involuntary retirement;
- c) A reduction of Andrew's gross taxable income by more than 25% when compared to the amount of income earned by him in the prior calendar year OR a reduction by more than 15% of the 3 year average of Andrew's gross taxable income when the most recent calendar year is included in the calculations and compared to the prior 3 year period; or
- d) Any other similar change;

[Emphasis added.]

- [19] Clause 4.8 appears to relate specifically to changes affecting Mr. Murray himself, particularly those that impact his income or ability to pay spousal support. It remains unclear whether Ms. Mazar entering a marriage-like relationship constitutes a material change in circumstances under Clause 4.8 and, if so, whether it would require a formal review and determination before support could be adjusted.

Clauses 4.9 and 4.11

[20] Paragraph 4.9 outlines the procedural requirements for seeking a change, including providing written notice, supporting evidence, and financial documentation:

Whoever seeks a change will give the other party, in writing:

- a) A notice of the proposed change;
- b) Evidence supporting the proposed change
- c) An updated sworn financial statement (and income documents) in the form then required by the Supreme Court Family Rules; and
- d) A request for any information necessary to determine the issue.
- e) Evidence supporting the proposed change;
- f) An updated sworn financial statement.

[21] Notably, Clause 4.11 explicitly lists events that do not qualify as a material change in circumstances and therefore do not justify a review of spousal support. It states:

The following events will not constitute a material change in circumstances or justify a review of spousal support:

- a) Andrew's marriage or cohabitation with another person in a marriage-like relationship;
- b) Either party's expenditure and depletion of all or substantially all of the money he or she has received from the trust account of Cleveland Doan LLP in respect of the sale proceeds of the real property;
- c) Any increase of Andrew's gross taxable income; or
- d) Natasha obtaining employment.

[22] Clause 4.11 suggests that certain life changes, including Mr. Murray's remarriage or Ms. Mazar securing employment, were intentionally excluded from triggering a review or modification of spousal support.

Common Law Legal Test for Marriage-Like Relationships

[23] While the Separation Agreement does not explicitly define what constitutes a marriage-like relationship, established common law principles provide guidance for interpreting the term.

[24] Case law, including decisions relied upon by the parties, typically involve scenarios where one party claims a marriage-like relationship exists while the other denies it. Courts assess such disputes primarily within contexts involving spousal support or property division, focusing on the nature of the parties' living arrangements and interactions.

- [25] In *Jones v. Davidson*, 2022 BCCA 31, the Court of Appeal clarified that no single definition exists for marriage-like relationships. The Court emphasized that traditional criteria such as financial dependence, sexual intimacy, or joint property are no longer determinative. Instead, a flexible, evolving approach is required, recognizing the diverse ways individuals structure and commit to relationships.
- [26] Courts consistently hold that determining whether a relationship is marriage-like requires a holistic assessment rather than adherence to a rigid checklist. While specific indicators may be instructive, they must be considered collectively within the broader context of the relationship (*Austin v. Goerz*, 2007 BCCA 586 at para. 58; *Weber v. Leclerc*, 2015 BCCA 492 at para. 25).
- [27] The Separation Agreement states that if Ms. Mazar "marries or cohabits with another person in a marriage-like relationship for more than 6 months" then spousal support will cease. However, to be clear, cohabitation alone does not establish a marriage-like relationship. Courts look for evidence of mutual commitment, interdependence, and shared obligations that extend beyond merely living together (*Jones* at para. 18).
- [28] Financial interdependence is significant but not independently decisive. Courts examine shared expenses, pooled resources, and economic reliance without requiring financial dependence as an essential characteristic (*Austin* at para. 58).
- [29] Additionally, public perception is an important consideration. Courts evaluate how a couple presents themselves socially, including interactions with family, friends, and the wider community. Ultimately, no single factor conclusively determines the nature of a relationship. Courts must evaluate all circumstances comprehensively to reach a conclusion.
- [30] Courts typically apply a two-pronged analysis--both subjective and objective--when determining whether a relationship is marriage-like. The subjective intent of the parties, including whether they view themselves as spouses, is an important consideration. However, the analysis does not end there. Courts must also assess objective indicators such as financial interdependence, domestic arrangements, and social perception to determine whether the relationship functioned as a spousal partnership in practice.
- [31] In this case, Ms. Mazar and Mr. Blattler unequivocally deny that they are in a marriage-like relationship. However, because the claim originates from Mr. Murray--a third party rather than either of the individuals involved--the Court cannot rely solely on their stated intent. Instead, it must evaluate objective evidence, such as their financial dependence on each other, contributions to the household, and overall integration into each other's lives, to determine whether the nature of their relationship aligns with the legal test for a marriage-like partnership.

- [32] Accordingly, the Court must assess both the stated intentions of Ms. Mazar and Mr. Blattler and their objective conduct, recognizing that actions can sometimes contradict verbal assertions. As established in *Weber* (at para. 24), the determination of a marriage-like relationship depends not just on intent, but also on an evaluation of objective evidence regarding the parties' lifestyle, interactions, and shared obligations.
- [33] Therefore, even if Ms. Mazar and Mr. Blattler explicitly deny being spouses, the Court may still find that their conduct, level of interdependence, and overall lifestyle indicate the existence of a marriage-like relationship.
- [34] Courts have consistently applied a similar approach when determining eligibility for benefits tied to marital or cohabitation status. The key question in such cases is whether the claimant's living arrangement meets the legal threshold of a marriage-like relationship.
- [35] In *R. v. Easte*, 2002 BCSC 615, the Court held that mere cohabitation was insufficient. Instead, factors such as financial interdependence and shared obligations were essential in determining whether a relationship was marriage-like.
- [36] In that case, Ms. Easte was accused of fraudulently obtaining social assistance by claiming she lived alone, despite actually residing with her former husband, whose income would have disqualified her from receiving benefits. Although both parties similarly denied being in a spousal relationship, the Court found evidence of financial interdependence and shared obligations, which demonstrated that they continued to function as spouses.
- [37] The *Easte* decision underscores that courts do not rely solely on a claimant's assertions about their relationship status. Rather, they examine objective indicators such as financial arrangements, living circumstances, and mutual obligations to determine whether a marriage-like relationship exists.
- [38] Similarly, in this case, both Ms. Mazar and Mr. Blattler deny being in a marriage-like relationship. However, as in *Easte*, the Court must assess whether there is financial interdependence, shared obligations, or other objective evidence that suggests otherwise, despite their stated position.

Facts

Discovery of Alleged Marriage-Like Relationship and Testimony of Andrew Murray

- [39] Mr. Murray became suspicious of Ms. Mazar's living arrangements after noticing her social media activity, which included affectionate messages and photographs with Daniel Blattler. Concerned that she may have entered into a marriage-like relationship, he sought further verification and hired private investigator Ron Thom to conduct surveillance over multiple visits.

- [40] The investigator's findings suggested that Ms. Mazar and Mr. Blattler had been cohabiting for approximately five years and, in his view, were a couple.
- [41] In his testimony, Mr. Murray stated that he unilaterally stopped making payments based on Ms. Mazar's social media activity and the investigator's report, which he believed demonstrated that she was in a marriage-like relationship with Mr. Blattler. Based on this conclusion, he determined that his support obligations under the separation agreement no longer applied.
- [42] However, Mr. Murray admitted that he did not pursue mediation before terminating payments, despite the separation agreement explicitly requiring dispute resolution before seeking court intervention.
- [43] During cross-examination, he further acknowledged that he had no direct knowledge of Ms. Mazar's financial situation but assumed that Mr. Blattler was providing support. He also conceded that his decision to stop payments coincided with the period when Ms. Mazar's son was battling terminal cancer. However, he maintained that this timing was purely coincidental and had no bearing on his decision.

Testimony of Private Investigator Ron Thom

- [44] Private investigator Mr. Thom, retained by Mr. Murray, conducted three separate visits to the local Legion, where Ms. Mazar was employed. During these visits, he observed Ms. Mazar and Mr. Blattler attending social events together, leaving the establishment together, and residing at the same address. In casual conversation, Mr. Thom alleged that Mr. Blattler referred to Ms. Mazar as his girlfriend.
- [45] In addition to his in-person observations, Mr. Thom reviewed Ms. Mazar's social media activity, which he believed further supported the perception of a marriage-like relationship. He noted posts depicting shared activities, references to cooking for "her honey," and evidence of joint travel.
- [46] However, during cross-examination, Mr. Thom acknowledged several limitations in his investigation. He did not observe any overt public displays of affection between Ms. Mazar and Mr. Blattler. He also admitted that he had not verified their financial arrangements, nor had he determined the number of bedrooms in their residence or their sleeping arrangements. Ultimately, he conceded that, despite his findings, it remained possible that Ms. Mazar and Mr. Blattler were cohabiting without being romantically involved.

Testimony of Natasha Mazar

- [47] Ms. Mazar denied that her relationship with Mr. Blattler was marriage-like, stating that while they briefly dated in 2019, they mutually agreed to remain friends and housemates. She emphasized that their financial affairs remain entirely separate, noting that they do not share a bank account, credit card, or joint assets. Although she contributes to groceries and household expenses, she does not pay toward the mortgage or utility bills, which she argued distinguishes their arrangement from a financial partnership.
- [48] Explaining her living situation, Ms. Mazar testified that she moved to the Sunshine Coast in 2017 after experiencing personal hardships and safety concerns in her Delta apartment. Initially renting rooms in shared accommodations, she later moved in with Mr. Blattler in 2018. She described their cohabitation as a practical arrangement, where she contributed to household chores and cooking in exchange for accommodation.
- [49] Regarding her employment and financial situation, Ms. Mazar stated that she works as a cook at the Legion, earning \$25 per hour for approximately 25 hours per week. She admitted to financial struggles, particularly after the cessation of support payments, and now faces over \$35,000 in tax debt due to previously unreported spousal support income. To cover legal expenses, she borrowed money from Mr. Blattler, but maintained that this was a loan, not evidence of financial interdependence.
- [50] Addressing her trips to Mexico, Ms. Mazar confirmed that she traveled there three times with Mr. Blattler but stated that the trips were to visit her father, emphasizing that they were travel partners rather than romantic companions. She acknowledged using terms like "we" and "our" in social media posts but explained that these reflected shared experiences rather than a romantic commitment. She also admitted to cooking meals for Mr. Blattler, describing this as part of their household arrangement and a reflection of her passion for cooking, rather than an indication of a spousal relationship.
- [51] During cross-examination, Ms. Mazar was questioned about an unexecuted cohabitation agreement that Mr. Blattler had drafted but never signed, which suggested his legal concerns over property rights. She stated that she was aware of the agreement but had never seen a physical copy until the day of her testimony. She recalled that they only discussed it after it was already created, at which point she acknowledged that it was a practical decision on his part to protect his assets. However, she maintained that she had no involvement in drafting or signing it and described it as something Mr. Blattler arranged independently. At the time it was created, she stated that their romantic relationship had already ended, characterizing the document as akin to a pre-cohabitation agreement meant to safeguard his assets.

- [52] When asked about an affidavit she signed that referenced the cohabitation agreement, Ms. Mazar admitted that she may have overlooked that section when reviewing the document. She explained that she had focused on other details she considered more relevant to her case, which led her to skim past that particular reference. Although she acknowledged that the affidavit contained mention of the agreement, she maintained that the hearing was the first time she had seen the actual written document.
- [53] Regarding the Mini Cooper she drives to work, Ms. Mazar testified that Mr. Blattler purchased the vehicle for his own use, citing the poor fuel efficiency of his Dodge Ram truck. She explained that while she regularly uses the Mini Cooper for work and errands, she does not require permission, provided she maintains fuel and cleanliness. Although her name is included on the insurance policy, she understood this to be a legal requirement rather than an indication of ownership. She further stated that she did not contribute financially to the car's purchase, nor was it intended as a gift. While she acknowledged that she likes Mini Coopers, she denied that the vehicle was bought specifically for her.
- [54] Finally, Ms. Mazar stated that while she loves Mr. Blattler as a friend, their relationship is not romantic in nature.

Testimony of Daniel Blattler

- [55] Mr. Blattler confirmed that while he and Ms. Mazar briefly dated in 2019, they mutually decided to end their romantic relationship and instead transitioned into a strong friendship and cohabitation arrangement. He acknowledged that she is included on his phone plan and vehicle insurance but emphasized that she reimburses him for these expenses. He further testified that he has never included her on any financial accounts, property ownership, or legal documents, apart from listing her as a permitted driver on his vehicle insurance. Additionally, while he provided financial assistance for her legal fees, he clarified that this was a loan, not a gift, and that she is expected to repay it.
- [56] Describing their living arrangements, Mr. Blattler explained that his house has separate bedrooms and bathrooms and that he had planned renovations to create a basement suite to provide Ms. Mazar with greater independence. He reiterated that they do not share finances or joint financial obligations, underscoring the absence of financial interdependence in their cohabitation.
- [57] Regarding their travels to Mexico, Mr. Blattler confirmed that he accompanied Ms. Mazar to visit her father but maintained that he pursued his own activities and relationships while there. He further disclosed that during their most recent trip, he had a brief romantic fling with another woman, reinforcing his position that his relationship with Ms. Mazar is purely platonic.

- [58] During cross-examination, Mr. Blattler explained that he often uses the term "girlfriend" casually when referring to female friends, clarifying that in this context, it did not denote a romantic partnership. He also denied any financial dependence between them, reiterating that Ms. Mazar has always maintained financial autonomy within their living arrangement.

Credibility of the Parties

- [59] In a civil case, the burden of proof rests with the plaintiff, Mr. Murray, who must establish his claim on a balance of probabilities (*F.H. v. McDougall*, 2008 SCC 53 at para. 49). In evaluating evidence, the Court distinguishes between credibility, relating to a witness's truthfulness or honesty, and reliability, concerning the accuracy and consistency of testimony. These concepts, while related, are distinct (*L.M. v. K.M.*, 2022 BCSC 689 at para. 275).
- [60] Credibility and reliability are not absolute; the Court may accept some, all, or none of a witness's evidence and assign different weights to various parts of their testimony (*L.M.* at para. 276, citing *R. v. R. (D.)*, [1996] 2 S.C.R. 291 at para. 93). The Court evaluates whether testimony aligns with probabilities suggested by the surrounding circumstances and the totality of admissible evidence (*Faryna v. Chorny*, [1952] 2 D.L.R. 354 (B.C.C.A.) at p. 357).
- [61] Applying these principles, I assessed the credibility and reliability of each witness as follows:

Credibility of Andrew Murray

- [62] I find Mr. Murray both credible and reliable. His testimony was consistent with the available evidence and aligned with his documented financial support of Ms. Mazar. He provided specific, unchallenged examples of willingly transferring funds to Ms. Mazar when she needed additional financial assistance, reinforcing his commitment to the spousal support obligations outlined in their Separation Agreement. Despite the breakdown of their relationship, Mr. Murray demonstrated integrity and good faith in his obligations, and there is no indication that he acted improperly or in bad faith when ceasing payments under Clause 4.5.

Credibility of Natasha Mazar

- [63] Ms. Mazar appeared credible, honest, and compelling, particularly in describing the significant personal challenges she has faced. Her testimony came across as genuine and earnest. However, the reliability of certain aspects of her account is questionable--not due to intentional dishonesty, but rather because her relationship with Mr. Blattler has become increasingly ambiguous and difficult to define.

[64] The evidence suggests that their relationship, which began as a straightforward room mate arrangement, evolved over time due to shared hardships, including Mr. Blattler's health issues and the tragic loss of Ms. Mazar's son. Given this gradual and somewhat blurred evolution, some inconsistencies in Ms. Mazar's testimony are understandable. Her expressions of affection, respect, and gratitude toward Mr. Blattler reflect a significant bond.

Credibility of Daniel Blattler

- [65] Mr. Blattler's testimony was largely credible. Clear evidence demonstrates his initial resistance to developing a more spousal-like relationship, as seen in his early efforts to seek legal advice and draft a cohabitation agreement. Over time, however, shared personal crises and practical household realities deepened their mutual dependence.
- [66] While there were some inconsistencies in his testimony, Mr. Blattler did not appear defensive or evasive. His responses were honest and reflective, showing a genuine effort to describe their relationship accurately rather than to influence a legal outcome. His testimony conveyed his kindness, trustworthiness, and sincere attempts to navigate the complexities of their evolving relationship.
- [67] Like Ms. Mazar, Mr. Blattler struggled to precisely define their relationship--a common difficulty when relationships gradually shift without a clear turning point. Unlike couples who consciously decide to cohabit or publicly define their relationship, their circumstances reflect an organic evolution, shaped more by shared experiences and mutual reliance than by a deliberate intention to form a spousal partnership.

Credibility of Private Investigator Ron Thom

- [68] I find no reason to question Mr. Thom's credibility or the accuracy of his observations. He efficiently gathered evidence highlighting the closeness of the relationship between Ms. Mazar and Mr. Blattler. However, his evidence alone does not conclusively establish that their relationship meets the legal threshold of being marriage-like.

Issues

- [69] Based on the background facts, the provisions of the Separation Agreement, and the parties' positions, the Court must resolve the following key issues:
- a) Did Ms. Mazar enter into a marriage-like relationship as defined by law and within the meaning of the Separation Agreement?
 - b) If so, when did cohabitation begin, and did it meet the six-month threshold required to trigger the automatic suspension of spousal support under Clause 4.5?
 - c) Procedural Considerations: Was Mr. Murray justified in unilaterally ceasing support payments, or was a formal determination required before suspension could take effect?

Analysis

Did Ms. Mazar Enter into a Marriage-Like Relationship as Defined by Law and Within the Meaning of the Separation Agreement?

- [70] Both Ms. Mazar and Mr. Blattler deny being in a marriage-like relationship. While they acknowledge a brief romantic involvement in the past, they assert that it was short-lived and ended long ago.
- [71] The key legal issue is whether their relationship meets the definition of a "marriage-like relationship" under Clause 4.5 of the Separation Agreement, and if so, whether it lasted for more than six months--thereby triggering the automatic suspension of spousal support.
- [72] As discussed above, the burden of proof rests with Mr. Murray, who must establish, on a balance of probabilities, that their relationship meets this threshold. This determination requires assessing both objective evidence of interdependence and the parties' stated intentions, interpreted in light of relevant case law.

Relevant Facts

- [73] A draft cohabitation agreement entered into evidence confirms that Ms. Mazar and Mr. Blattler began residing together on August 15, 2018. However, it does not specify when their relationship became romantic or when it ended. The evidence indicates that their decision to cohabit was not based on a pre-existing romantic relationship--in fact, they barely knew each other at the time. Instead, their arrangement was driven by practical considerations, as Ms. Mazar required stable housing and Mr. Blattler was looking for a roommate. The evidence further suggests that a romantic relationship developed well after Ms. Mazar moved in but lasted only a few months, and the evidence suggests that by the time a cohabitation agreement was received by Mr. Blattler, their romantic relationship had already ended, so it was never signed.
- [74] The cohabitation agreement acknowledges their shared living arrangement and their intent to continue residing together but explicitly states that neither party considers the other a spouse or their relationship to be marriage-like. It also affirms that they are financially independent and share living expenses equally, further distinguishing their arrangement from a spousal relationship.
- [75] Ms. Mazar testified that in mid-April 2019, she and Mr. Blattler began flirting and entered into a brief romantic relationship that lasted approximately four months.
- [76] Mr. Blattler testified that, following advice from his family to protect himself legally, he consulted a lawyer about drafting a cohabitation agreement. He explained that his lawyer sent him a draft agreement in August 2019 and followed up again in October 2019. However, he told the Court that the agreement was never signed, as their romantic relationship ended after only a few months, and they ultimately agreed they were better suited as roommates.

- [77] Ms. Mazar attributed the end of their relationship to incompatibility, noting that at the time, she drank heavily and stayed up late, while Mr. Blattler did not. She also stated that she has now been sober for over four years.
- [78] Regardless, the wording of the draft agreement does not suggest that their cohabitation was based on a romantic relationship. Instead, it appears to have been drafted to formalize their mutual understanding that their living arrangement was one of cohabitation rather than a spousal or marriage-like relationship.
- [79] Subsequent events further shaped their living arrangement. Mr. Blattler developed serious medical issues and underwent open-heart surgery at St. Paul's Hospital in Vancouver, where he was discharged on December 14, 2019. His recovery lasted approximately eight months, during which he was required to have a support person at home--a role that Ms. Mazar fulfilled.
- [80] During the same period, Ms. Mazar's son was diagnosed with stage 4 cancer. She described it as an extremely difficult time, explaining that Mr. Blattler supported her by driving her to medical appointments and hospital visits as she cared for her son, who ultimately passed away on December 14, 2023, at the age of 31.
- [81] Ms. Mazar emphasized that, while she and Mr. Blattler share a deep friendship, she likened their bond to that of siblings rather than romantic partners. She reiterated that they do not share bank accounts or credit cards, nor have they ever named each other as beneficiaries, executors, or trustees in their wills. Additionally, they have never filed tax returns as married or common-law partners and do not jointly own any real or personal property.
- [82] She described their living arrangement as practical, explaining that she contributes to household maintenance, cooking, and cleaning in exchange for accommodation. She characterized their arrangement as one of mutual convenience rather than financial or emotional dependency.
- [83] Mr. Blattler's testimony corroborated much of Ms. Mazar's account, and both parties stated that, while living together, they have each gone on dates with other people.
- [84] The central legal issue is whether Clause 4.5 of the Separation Agreement applies, which provides for the automatic suspension of spousal support if Ms. Mazar marries or cohabits in a marriage-like relationship for more than six months.
- [85] As a result, the Court must analyze:
- a) The parties' intentions at the time the Agreement was made, and
 - b) The objective facts of Ms. Mazar and Mr. Blattler's living arrangement against the legal standard for a marriage-like relationship.

What Were the Parties Intention with Respect to Clause 4.5

- [86] In interpreting Clause 4.5 of the Separation Agreement, the Court must determine the parties' intent regarding the suspension of spousal support within the broader context of the Agreement. As established in *Bell Canada v. Bell Aliant*, 2009 SCC 40, contractual provisions must be interpreted holistically, considering their overarching purpose, structure, and anticipated contingencies. Where an agreement provides for potential adjustments--such as the suspension and reinstatement of spousal support--its provisions must be understood in a manner that aligns with the parties' original intent. *Bell Canada* further emphasizes that where a clause forms part of a larger contractual framework, its meaning must be derived from that broader context, rather than through a rigid or isolated interpretation.
- [87] The Separation Agreement expressly distinguishes between the automatic termination and automatic suspension of spousal support. Clause 4.4 provides for termination in specific circumstances, such as the death of either party or the completion of payments in April 2027. Since none of these conditions apply, it follows that Clause 4.5 serves a distinct function, specifically addressing the suspension of support in the event of cohabitation in a marriage-like relationship.
- [88] Clause 4.5 states that spousal support is "automatically suspended without the necessity of a court order" if Ms. Mazar cohabits in a marriage-like relationship for more than six months. The phrase "automatically suspended without the necessity of a court order" suggests that the parties intended for spousal support to cease immediately once the conditions outlined in the Agreement were met.
- [89] However, while the Separation Agreement provides that suspension is "automatic," it does not specify who determines whether the conditions for suspension have been met or how that determination is to be made. This omission creates uncertainty regarding the procedural steps required to invoke Clause 4.5.
- [90] Compounding this ambiguity, Clause 4.12 requires that spousal support continue until it is formally adjusted through mutual agreement, a court order, or arbitration. The use of the term "adjusted" implies that a deliberative process is required before any changes to spousal support take effect, creating an apparent conflict between Clause 4.5 and Clause 4.12.
- [91] Clause 4.6 reinforces the automatic nature of suspension by prohibiting any variation of Clause 4.5. This lack of procedural clarity suggests that the parties may not have fully contemplated how Clause 4.5 would be invoked in practice, leading to the present dispute before the Court.
- [92] While it is possible that the parties intended Clause 4.5 to function as an exception to other provisions governing spousal support, the Separation Agreement does not state this explicitly. The absence of clear language distinguishing Clause 4.5 from the general dispute resolution framework further contributes to the interpretive uncertainty.

- [93] Adding to this complexity, the Separation Agreement does not define what constitutes a "marriage-like relationship," requiring the Court to rely on common law principles to determine whether the threshold has been met. This gap in definition leaves open the question of what level of financial and personal interdependence is necessary to trigger Clause 4.5's automatic suspension provision.
- [94] The inclusion of Clause 4.10, which requires the parties to engage in the Dispute Resolution process if they cannot agree, indicates that the parties anticipated potential disagreements. If they remained unable to resolve the issue, the matter was to be determined by the Court.
- [95] Clause 4.11 explicitly states that certain life changes--such as Ms. Mazar obtaining employment--do not constitute a material change in circumstances warranting a review of spousal support. This provision suggests that financial independence alone was not intended to preclude entitlement to spousal support. By extension, it follows that cohabitation with another person--without additional interdependence--was also not intended to automatically suspend support under Clause 4.5.
- [96] I find that Clause 4.5 was designed to suspend, rather than terminate, spousal support only when Ms. Mazar entered a relationship that effectively replaced the financial support being provided by Mr. Murray. The clause does not penalize cohabitation but instead recognizes that continued support would no longer be justified if the new relationship involved mutual financial and personal interdependence. Furthermore, Clause 4.5 allows for the reinstatement of support if the relationship ends, reinforcing that the primary concern was ensuring Ms. Mazar's financial stability.

Was the Threshold of a Marriage-like Relationship Met?

- [97] While Ms. Mazar and Mr. Blattler assert that they are merely roommates, their stated intentions must be tested against objective evidence of their lifestyle, interactions, and conduct (Weber at paras. 23-24). Courts have recognized that subjective intentions may be overtaken by conduct, such that even if individuals deny being in a marriage-like relationship, their actions may establish otherwise (Dey v. Blackett, 2018 BCSC 244 at para. 195).
- [98] Ms. Mazar and Mr. Blattler both admitted that they briefly had a romantic relationship before deciding that they were better friends than romantic partners. While there was some inconsistency in their testimony regarding the precise dates, their evidence was clear and unrefuted that it has been many years since they shared a sexual relationship. This evidence suggests that their relationship evolved over time, transitioning from roommates to a romantic involvement, before ultimately settling into a close friendship.

- [99] To determine whether a marriage-like relationship exists, the Court must examine whether qualities typically indicative of such a relationship are present, including: the nature of their cohabitation, personal and sexual behaviour, domestic responsibilities, social interactions, economic support, and societal perception of the couple (L.T.F. v. R.B.F., 2023 BCSC 834 at para. 78).
- [100] Courts must be mindful that individuals may structure their relationships in different ways, and "spousal relationships are many and varied", and their characterization must be assessed in light of the unique circumstances of each case (Austin at para. 58)
- [101] As explained earlier, while cohabitation is a significant factor, it is not determinative on its own; rather, it must be assessed in the broader context of the relationship's overall characteristics.

Financial Interdependence

- [102] While Ms. Mazar and Mr. Blattler maintain separate financial accounts and do not formally present themselves as financially interdependent, the evidence demonstrates a pattern of mutual financial reliance that extends beyond mere convenience. They file their income taxes separately and do not claim one another as a spouse or common-law partner, nor do they own property together. However, their financial arrangements, including shared expenses and financial accommodations, suggest a level of support that warrants closer examination.
- [103] Ms. Mazar works as a cook, earning \$25.00 per hour, an increase from her previous wage of \$20.00 per hour. She typically works 25 hours per week, sometimes covering three shifts of 10 to 12 hours, and has no other sources of income. While her cell phone is included on Mr. Blattler's bill, she testified that she reimburses him for the cost. Similarly, she is insured under his car insurance policy and regularly drives his Mini Cooper to and from work, though there is no evidence that she contributes to the vehicle's maintenance or associated costs. Additionally, Mr. Blattler has provided financial assistance in the form of loans for legal fees and has shared travel expenses with her.
- [104] Courts have recognized that financial interdependence is not strictly defined by joint accounts or shared property, but rather by the extent to which one party provides financial stability to the other in a way that resembles a spousal partnership. Here, the evidence establishes a pattern of financial reliance that suggests a level of mutual financial accommodation beyond casual cohabitation or convenience.
- [105] While these arrangements do not amount to full financial integration, they demonstrate a consistent pattern of shared financial benefits. In particular, Mr. Blattler's financial contributions to Ms. Mazar's housing, transportation, and legal expenses reflect a degree of support and reliance that aligns with the type of interdependence contemplated under Clause 4.5.

[106] I find that the extent of financial accommodation, shared benefits, and reliance on one another for financial stability suggests a degree of financial entwinement that goes beyond mere convenience or friendship.

What is the Social and Community Perception of Whether Ms. Mazar and Mr. Blattler are a Couple?

[107] Another relevant factor in assessing whether Ms. Mazar and Mr. Blattler's relationship meets the threshold of a marriage-like relationship is how they are perceived in the community.

[108] Courts recognize that public perception is a relevant although non-determinative factor in assessing whether a relationship is marriage-like. If a couple presents themselves socially as spouses, this can support a finding of interdependence.

[109] While Ms. Mazar and Mr. Blattler consistently describe their relationship as platonic, private investigator Ron Thom testified that Mr. Blattler referred to Ms. Mazar as his "girlfriend" and described them as a couple. Mr. Murray also introduced social media posts in which Ms. Mazar used terms like "we" and "our" when discussing shared experiences. However, Ms. Mazar testified that these references were casual and not indicative of a spousal relationship, emphasizing that social media is often curated and does not always reflect reality.

[110] Mr. Thom conducted surveillance on multiple occasions, documenting Mr. Blattler's presence at the Legion while Ms. Mazar was working and engaging in conversations with both parties. His observations formed the basis of Mr. Murray's assertion that their relationship is marriage-like:

- a) April 15, 2023: Mr. Thom had a direct conversation with Mr. Blattler and Ms. Mazar, during which Mr. Blattler referred to Ms. Mazar as his "girlfriend", stated that he had purchased a house in the area six years ago, and claimed that since that time, he and Ms. Mazar had become a couple.
- b) April 16, 2023: Ms. Mazar invited Mr. Thom to join both her and Mr. Blattler in going to the Grasshopper Pub, suggesting a level of social integration beyond casual acquaintance.
- c) April 28, 2023: Upon Mr. Thom's return, Ms. Mazar greeted him warmly. Later, Mr. Blattler told him that they were going to a friend's house for a barbecue. At 4:18 p.m., they left the building together, got into Mr. Blattler's truck, and drove away.

[111] Although no independent witnesses testified that Ms. Mazar and Mr. Blattler publicly identified as a couple, their ongoing shared life suggests a deeper connection than mere roommates. This evidence must be assessed alongside their financial arrangements, household responsibilities, and mutual reliance to determine whether their relationship aligns with the legal definition of a marriage-like partnership.

Is There a Clear Level of Mutual Support and Reliance Akin to a Spousal Relationship?

- [112] In *Jones*, the Court emphasized that cohabitation must involve an intention to share responsibilities beyond that of simple roommates. The evidence here establishes that Ms. Mazar and Mr. Blattler's relationship exhibits a structured division of responsibilities and a pattern of mutual reliance consistent with spousal interdependence. Their daily interactions, shared household duties, and ongoing emotional and practical support reflect a deep level of integration that goes beyond casual cohabitation. These factors align with the key indicators of a marriage-like relationship, suggesting a clear level of mutual support and reliance.
- [113] While Ms. Mazar and Mr. Blattler's cohabitation initially arose out of necessity rather than romance, their reliance on one another has since evolved into a sustained and structured partnership. Over time, their shared hardships, emotional support, and practical assistance in daily life deepened their interdependence. Notably, Mr. Blattler's health issues and Ms. Mazar's personal struggles created circumstances in which they became one another's primary source of support, reinforcing their mutual dependence. This consistent, reciprocal reliance extends beyond mere friendship or convenience and reflects the type of interdependence courts recognize in marriage-like relationships.
- [114] Furthermore, their connection is not limited to financial or emotional support during difficult times. The evidence shows that they spend holidays together, visit their children from previous relationships, and maintain strong ties with each other's extended families. Courts have recognized that the integration of personal and familial lives is a hallmark of spousal relationships, as it demonstrates a long-term commitment and shared life beyond mere cohabitation. These factors reinforce the depth and significance of their bond, supporting the conclusion that their relationship exhibits hallmarks of a marriage-like partnership.
- [115] Considering the totality of the evidence, the Court finds that while their cohabitation may have begun as a practical arrangement, their long-term emotional, financial, and practical reliance on each other demonstrates a level of interdependence that surpasses mere friendship.

Is it a Committed Partnership?

- [116] The next key issue is whether Ms. Mazar and Mr. Blattler's relationship qualifies as a committed partnership under Clause 4.5 of the Separation Agreement. The Court's analysis must focus on the contractual terms, ensuring it does not conflate them with broader legal tests under the Family Law Act, S.B.C. 2011, c. 25 ("FLA"). Unlike the FLA, which governs property division and statutory entitlements, Clause 4.5 concerns only whether a new relationship has developed to the point where spousal support should be suspended.

- [117] A key distinction in the practical application is that the FLA applies a retrospective analysis, assessing whether a relationship met the marriage-like threshold for property division and support entitlements only after it has ended. In contrast, Clause 4.5 requires a present and ongoing assessment, evaluating whether the relationship has evolved to a degree where spousal support should be suspended moving forward.
- [118] In *Weber*, the Court identified lifelong commitment as a key factor (*Weber*, at para. 17, citing *Takacs v. Gallo* (1998), 157 D.L.R. (4th) 623 (B.C.C.A.)). However, *Weber* involved a dispute between former partners over property division, requiring the Court to determine whether their past relationship met the FLA's definition of a marriage-like partnership. In contrast, Clause 4.5 governs the suspension of spousal support paid by a third party, Mr. Murray. Unlike *Weber*, here, both individuals alleged to be in the marriage-like relationship--Ms. Mazar and Mr. Blattler--deny that such a relationship exists.
- [119] Clause 4.5 establishes a flexible standard, recognizing that relationships evolve over time. The clause was not designed to penalize cohabitation but to ensure that financial support from Mr. Murray continues only if no other relationship has effectively replaced it.
- [120] Similarly, in *Easte*, the Court did not assess whether the relationship was intended to be permanent or enduring but instead focused on whether the parties functioned as a spousal or dependency unit during the relevant period. The analysis centered on cohabitation, financial arrangements, and mutual reliance, rather than future intentions.
- [121] Likewise, under Clause 4.5, the key issue is not whether Ms. Mazar and Mr. Blattler intend for their relationship to be lifelong, but whether it has already reached a level of financial and personal interdependence for at least six months, justifying the suspension of spousal support.
- [122] During testimony, neither party expressed an intention to alter their living arrangement. Mr. Blattler described their cohabitation as a practical arrangement, emphasizing that it meets their current needs rather than reflecting a long-term commitment. He stated that if he sold his house, there was no expectation that Ms. Mazar would move with him or that their cohabitation would continue elsewhere.
- [123] Similarly, Ms. Mazar was non-committal about their future, testifying that their current arrangement was beneficial due to limited alternative housing options on the Sunshine Coast.
- [124] The key issue for the Court is not whether Ms. Mazar and Mr. Blattler intend their relationship to be permanent, but whether it qualifies as a marriage-like relationship under Clause 4.5 for at least six months. Their six-year cohabitation, emotional bond, and shared household responsibilities indicate a pattern of ongoing interdependence. Furthermore, their testimony suggests a clear intention to maintain their current living arrangement for the foreseeable future.

Finding on Whether Ms. Mazar and Mr. Blattler are in a Marriage-Like Relationship

- [125] As previously discussed, Ms. Mazar and Mr. Blattler's relationship evolved from a cohabitation arrangement based on necessity to one characterized by emotional and practical interdependence. While their relationship lacked formal markers such as joint finances or explicit commitments, the overall pattern of mutual reliance and shared obligations aligns with the type of interdependence contemplated under Clause 4.5 of the Separation Agreement.
- [126] Although both parties deny being romantic partners, their financial arrangements, domestic integration, and ongoing mutual support demonstrate a level of interdependence akin to a spousal relationship. As outlined in the Financial Interdependence section, Ms. Mazar relies on Mr. Blattler for stable housing, transportation, and occasional financial assistance, while Mr. Blattler relies on Ms. Mazar for companionship, household contributions, and emotional support during significant personal hardships.
- [127] The Separation Agreement does not require a relationship to be lifelong or financially integrated to trigger the suspension of support. Instead, as discussed in the Clause 4.5 analysis, it anticipates that a marriage-like relationship may exist for a time and later end, at which point support could be reinstated. While Ms. Mazar and Mr. Blattler's relationship may not resemble a conventional marriage, the evidence establishes that their interdependent partnership aligns with the type of relationship Clause 4.5 was designed to address.
- [128] Their lack of urgency in altering their living arrangements, continued reliance on each other, and sustained household structure all support the finding that they function as an interdependent partnership. While no independent witnesses testified that they publicly identified as a couple, their shared life and mutual reliance align with relationships courts have recognized as marriage-like.
- [129] Considering the totality of the evidence, the Court finds that by April 2023, Ms. Mazar and Mr. Blattler's relationship met the contractual test for a marriage-like relationship under Clause 4.5. The next issue before the Court is to determine when this marriage-like relationship began.

When Did Cohabitation Begin, and Did It Meet the Six-Month Threshold Required to Trigger the Automatic Suspension of Spousal Support Under Clause 4.5?

- [130] Having established that Ms. Mazar and Mr. Blattler were in a marriage-like relationship, the Court must now determine when their relationship met this threshold and whether it remained marriage-like for at least six months, as required under Clause 4.5 of the Separation Agreement.

- [131] Unlike formal marriages, which involve clear legal commitments, marriage-like relationships must be inferred from conduct rather than stated intent. Identifying the precise moment when their relationship became marriage-like is particularly challenging in this case, as they deliberately structured their lives to avoid such a label. The Court must therefore rely on objective evidence to determine when their relationship met the contractual threshold.
- [132] In many cases, the act of moving in together provides a logical starting point for determining when cohabitation begins. However, this is not a reliable marker in the present case, as Ms. Mazar and Mr. Blattler initially began living together out of necessity rather than as a conscious step toward forming a marriage-like partnership. Their living arrangement evolved gradually, making it difficult to pinpoint when their relationship crossed the threshold from cohabitation as roommates to a relationship characterized by spousal-like interdependence.
- [133] Determining this turning point is further complicated by the absence of direct, independent evidence. While social media content references shared activities and time spent together, it contains no definitive statements of relationship milestones, explicit acknowledgments of a transition in their relationship, or any concrete markers from which the Court could reliably infer when their partnership became marriage-like. Social media is inherently selective and curated, reflecting what parties choose to present rather than the full reality of their relationship, making it an unreliable basis for establishing when the Clause 4.5 threshold was met.
- [134] The private investigator's observations in April 2023 provide the first external confirmation of their relationship's nature, but they do not establish when it first met the required level of interdependence. As Mr. Murray bears the burden of proof, he could have introduced additional evidence, such as testimony from neighbours, coworkers, or others with firsthand knowledge of Ms. Mazar and Mr. Blattler's interactions over time. Without such corroborating evidence, the Court must instead evaluate the available objective indicators to assess whether the six-month requirement was satisfied before April 2023.
- [135] While Mr. Murray's private investigator confirmed evidence from April 2023, I find from the totality of the evidence—including their pattern of mutual support, domestic integration, and financial reliance—I can infer that their relationship had likely already met the Clause 4.5 threshold before that date. However, given the lack of precise evidence identifying an earlier point in time, the Court cannot definitively conclude that the six-month period was completed prior to April 2023. In the absence of contrary evidence suggesting a different timeline, the Court finds that the six-month requirement was at least satisfied by April 2023.
- [136] Consequently, the Court finds that April 2023 marks the completion of the six-month period required under Clause 4.5, triggering the automatic suspension of spousal support. This finding aligns with Mr. Murray's decision to suspend payments at that time and reflects the intent of the Separation Agreement.

Procedural Considerations and Clarifications

[137] In light of the Court's findings that Ms. Mazar and Mr. Blattler were in a marriage-like relationship as of April 2023, and that spousal support was properly suspended from that date under Clause 4.5 of the Separation Agreement, there is no requirement for the Court to consider claims for retroactive support or repayment. As a result, the remaining issues before the Court relate only to Mr. Murray's unilateral cessation of payments and the procedural framework for reinstating support if Ms. Mazar's cohabitation with Mr. Blattler ends.

Procedural Considerations: Was Mr. Murray justified in Unilaterally Ceasing Support Payments, or Was a Formal Determination Required Before Suspension Could Take Effect?

[138] Although the Court has determined that by April 2023, Ms. Mazar and Mr. Blattler met the threshold for a marriage-like relationship under Clause 4.5, Mr. Murray's unilateral cessation of support payments raises a procedural issue. As previously discussed, the Separation Agreement contains an apparent conflict between Clause 4.5 and Clause 4.12, creating uncertainty as to whether a formal determination was required before suspension could take effect.

[139] This ambiguity placed Mr. Murray in a difficult position. He had to decide whether to continue making spousal support payments despite believing that the threshold for suspension had been met. Without clear procedural guidance, he faced two risks: (1) overpaying if support continued unnecessarily, or (2) potential arrears liability if suspension was later deemed improper. While his decision to stop payments was procedurally improper, the Court finds that he acted in good faith based on his understanding of the Agreement.

[140] Although this procedural misstep does not result in financial consequences in this case, it underscores the importance of seeking a formal determination before taking unilateral action in such an agreement that contains procedural ambiguity.

[141] While Clause 4.5 provides for the suspension of spousal support during the period that Ms. Mazar is in a marriage-like relationship, it does not establish a clear process for reinstating support if that relationship ends. The Separation Agreement is silent on whether reinstatement is automatic or requires a formal process, creating uncertainty about whether Ms. Mazar must reapply or whether support resumes without further action.

[142] To eliminate future uncertainty, the Court clarifies that if Ms. Mazar's marriage-like relationship with Mr. Blattler ends before April 20, 2027, she may apply to reinstate spousal support, but reinstatement will not occur automatically. Any request for reinstatement must be determined through agreement, arbitration, or a court order, ensuring that support is only resumed if the circumstances warrant it under the terms of the Separation Agreement.

Conclusion

- [143] The Court finds that Ms. Mazar and Mr. Blattler's relationship met the threshold of a marriage-like relationship by April 2023. Based on their pattern of interdependence and the totality of the evidence, the Court concludes that this threshold had been met for at least six months prior, triggering the automatic suspension of spousal support under Clause 4.5.
- [144] Mr. Murray should have sought confirmation through arbitration or the Court before ceasing support. However, given the procedural ambiguity in the Agreement, the Court does not find his actions were taken in bad faith.

Disposition

[145] For the foregoing reasons, the Court declares that:

- a) Ms. Mazar and Mr. Blattler were in a marriage-like relationship for at least six months as of April 2023, satisfying the conditions for automatic suspension of spousal support under Clause 4.5 of the Separation Agreement.
- b) Neither party is entitled to retroactive support or repayment.
- c) Mr. Murray's unilateral cessation of payments was procedurally improper--he should have sought a formal determination before ceasing support. However, as his actions ultimately align with the Court's findings, no financial consequences arise.
- d) If Ms. Mazar's relationship with Mr. Blattler ends before April 20, 2027, she may apply to reinstate spousal support, but payments will not automatically resume unless reinstatement is determined through agreement, arbitration, or a court order.
- e) Each party shall bear their own costs of this proceeding.

"Sukstorf, J."

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Prepared on 24 October 2026 · Esheria