

SUPREME COURT OF NOVA SCOTIA
FAMILY DIVISION

Citation: *Houlihan v. Houlihan*, 2024 NSSC 9

Date: 20240108

Docket: *SFH* No. 1201-060045

Registry: Halifax

Between:

Timothy Houlihan

Petitioner

v.

Wanda Houlihan

Respondent

LIBRARY HEADING

Judge: The Honourable Justice Daniel W. Ingersoll

Heard: September 6, 2023, in Halifax, Nova Scotia

Written Release: January 8, 2024

Summary: Petition applied to terminate spousal support following his retirement at age sixty-five. Variation threshold of material change met. Spousal support terminated.

Key Words: Spousal Support, Variation, Material Change in Circumstances, Termination, Self-Sufficiency

Legislation: Divorce Act, R.S.C. 1985 (2nd Supp.) c. 3

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Counsel: Daniel Walker, counsel for the Petitioner
Wanda Houlihan, self represented

By the Court:

1 Introduction

[1] Timothy and Wanda Houlihan divorced in 2007. Their Corollary Relief Order (the “CRO”) required Mr. Houlihan to pay child and spousal support. Mr. Houlihan paid child support until December of 2015 when the parties’ youngest child was twenty-one and no longer in school. Mr. Houlihan continued to pay spousal support.

[2] Mr. Houlihan is now sixty-five years old; he retired in September of 2023. He seeks an order confirming he appropriately stopped paying child support in December of 2015 and an order terminating spousal support.

[3] Ms. Houlihan does not take issue with Mr. Houlihan’s termination of child support as of December 2015 (several months past their youngest child’s twenty first birthday) and consents to an order varying the CRO confirming termination of Mr. Houlihan’s child support obligation as of that date.

[4] Ms. Houlihan says Mr. Houlihan should continue paying spousal support in a reduced amount, until she reaches sixty-five and begins receiving Old Age Security (OAS) payments.

[5] I am left to resolve whether Mr. Houlihan's spousal support obligation should be terminated or reduced as a result of his retirement.

2 Issues

[6] The termination or reduction of Mr. Houlihan's income will turn on the following issues:

- a. Does Mr. Houlihan's retirement constitute a material change in circumstances justifying a variation of his spousal support obligations?
- b. If so, should Mr. Houlihan's spousal support be terminated, reduced, or remain the same?
- c. Alternatively, does the CRO permit me to review Mr. Houlihan's spousal support obligation without the necessity of finding a material change in circumstances?
- d. If so, should Mr. Houlihan's spousal support be terminated, reduced, or remain the same?

3 Does Mr. Houlihan's Retirement Constitute a Material Change in Circumstances Justifying a Review of His Spousal Support Obligations?

[7] The CRO granted on May 8, 2007, ordered Mr. Houlihan to pay Ms. Houlihan spousal support of \$1,200 per month. That spousal support order has not been varied.

[8] Section 17(1) of the *Divorce Act*, R.S.C. 1985 (2nd Supp), c. 3 empowers me to vary a support order. I may do so if I am satisfied that a change in the condition, means, needs or other circumstances of either former spouse has occurred since the making of the spousal support order, and, in making the variation order, I must take that change into consideration (Section 17(4.1) of the *Divorce Act*).

[9] The *Divorce Act* has established the following objectives of a variation order varying a spousal support order:

17 (7) A variation order varying a spousal support order should

(a) recognize any economic advantages or disadvantages to the former spouses arising from the marriage or its breakdown;

(b) apportion between the former spouses any financial consequences arising from the care of any child of the marriage over and above any obligation for the support of any child of the marriage;

(c) relieve any economic hardship of the former spouses arising from the breakdown of the marriage; and

(d) in so far as practicable, promote the economic self-sufficiency of each former spouse within a reasonable period of time.

[10] To vary a spousal support order, I must be satisfied that the material change in circumstances was not foreseen at the time the original support order was made.

[11] In *Willick v. Willick*, 1994 3. S.C.R. 670, Justice Sopinka writing on behalf of the majority of the Supreme Court confirmed the requirement that the material change must be unknown at the time the original order was granted:

21. In deciding whether the conditions for variation exist, it is common ground that the change must be a material change of circumstances. This means a change, such that, if known at the time, would likely have resulted in different terms. The corollary to this is that if the matter which is relied on as constituting a change was known at the relevant time it cannot be relied on as the basis for a variation.

[12] The Supreme Court in *G. (L.) v. B. (G.)*, [1995] S.C.J. No. 72, confirmed that the *Willick, supra* analysis applied to spousal support variation cases. In *G. (L.) v. B. (G.)*, *supra* the Supreme Court also clarified that if the parties foresaw or ought to have foreseen the new circumstances, the required change has not occurred. However, the Supreme Court clarified that mere foreseeability is not a bar to variation finding because “the fact that a change was objectively foreseeable does not mean that it was contemplated by the parties” (paragraph 51).

[13] The Supreme Court in *Miglin v Miglin*, 2003 SCC 24, clarified, at paragraph 88:

Although the change need not be "radically unforeseen", and the applicant need not demonstrate a causal connection to the marriage, the applicant must nevertheless clearly show that, in light of the new circumstances, the terms of the agreement no longer reflect the parties' intentions at the time of execution and the objectives of the [Divorce] Act. Accordingly, it will be necessary to show that these new circumstances were not reasonably anticipated by the parties, and have led to a situation that cannot be condoned.

[14] The Supreme Court in *L.M.P. v. L.S.*, 2011 SCC 64 confirmed that the test in a variation case is whether any given change "would likely have resulted in different terms" to the order (paragraph 33) and constitutes a material change will depend on the actual circumstances of the parties at the time of the order (paragraph 34).

[15] In *Daigle v. Daigle*, 2013 NSSC 205, Justice Jollimore observed that in addition to the requirement that the change be one which was not reasonably anticipated by the parties, the change must have other qualities:

In *P.M.B. v. M.L.B.*, 2010 NBCA 5 at paragraph 2, Justice Robertson said that, "As a general proposition, the court will be asking whether the change was significant and long-lasting; whether it was real and not one of choice." The Nova Scotia Court of Appeal approved of *P.M.B. v. M.L.B.*, 2010 NBCA 5, at paragraph 21 of *Smith v. Helppi*, 2011 NSCA 65, referring to the decision by the style of cause under which it had earlier been reported. (paragraph 13)

[16] Mr. Houlihan bears the onus of establishing that a change of circumstances justifying a review of the spousal support order has occurred (*L.M.P. v. L.S.*, *supra* paragraph 31).

[17] Whether a support paying spouse's retirement constitutes a change of circumstances will depend on the circumstances. Judges have refused to find that a support paying spouse's retirement constitutes a change of circumstances if the retirement was taken at a young age or otherwise early or was voluntary (in that it was a personal preference to discontinue working and not forced on the spouse or required for medical reasons or due to economic exigencies) (*Bullock v. Bullock* [2004] O.J. No. 909, *Wambolt v. Wambolt*, 2008 NSSC 52, *Harris v. Harris*, 2010 NSSC 410, *MacLeod v. MacLeod* 2017 NSSC 237, *L.C.F. v. W.P.B.* 2023 PESC 22).

[18] Conversely in *Bridgen v. Gaudet*, 2015 NSSC 31, Justice MacDonald held that a support paying spouse's retirement at age sixty-six, when he was "entitled to do so," with a resulting substantial decrease in income was a material change in circumstances justifying a review and variation of the spousal support order.

[19] Mr. Houlihan turned sixty-five in May of 2023. He worked for Maritime Beauty Supply when the parties separated in 2004 and was still employed there when he turned sixty-five. In July of 2020, Mr. Houlihan's employer provided him with written notice that his employment would terminate in July of 2022. That period of working notice was extended to July of 2023. During this period of working notice Mr. Houlihan's position was reduced from Sales Manager to Brand

Manager to Redken Shampoo and Conditioner Specialist. Mr. Houlihan's income was also reduced during this working notice. Mr. Houlihan's employment terminated in July of 2023 at the conclusion of the working notice.

[20] Mr. Houlihan did not choose to retire, rather his employment was terminated by his employer. He testified that he begged for one further year but was not offered an additional year of employment. Mr. Houlihan testified that due to his age and lack of computer literacy he has elected to not seek re-employment. Mr. Houlihan has thus retired from the workforce.

[21] Mr. Houlihan's retirement resulted in a drop of income from \$75,000 (employment income) per year to \$21,206.52 (OAS and CPP) and rental income of \$15,600.

[22] I find Mr. Houlihan's eventual retirement sixteen years in the future was not addressed by the trial judge who granted the spousal support order.

[23] I find Mr. Houlihan's retirement is not motivated by a desire to avoid his spousal support obligations.

[24] I have considered the evidence and the applicable legislation and jurisprudence and find Mr. Houlihan's retirement, and the circumstances associated therewith including his resulting decrease in his income, constitute a

material change in circumstances which, although perhaps objectively foreseeable was not one that was contemplated by parties at the time the spousal support order was granted. I am satisfied that Mr. Houlihan's retirement, if known at the time the spousal support order was made, would have resulted in different spousal support terms. I accept that Mr. Houlihan's decision to not re-enter the workforce was not motivated by a desire to avoid his spousal support obligations but rather was reasonable given his loss of employment, his age, his long work history, and his lack of computer literacy.

[25] This conclusion permits me to consider whether spousal support should be adjusted or terminated in light of Mr. Houlihan's retirement. As cautioned by Justices Abella and Rothstein in *L.M.P. v. L.S.*, *supra*:

[47] If the s. 17 threshold for variation of a spousal support order has been met, a court must determine what variation to the order needs to be made in light of the change in circumstances. The court then takes into account the material change, and should limit itself to making only the variation justified by that change.....

[50]...A court should limit itself to making the variation which is appropriate in light of the change. The task should not be approached as if it were an initial application for support under s. 15.2 of the *Divorce Act*.

[26] I will now determine what, if any, variation is appropriate in light of Mr. Houlihan's retirement, taking into account the factors set out in Section 17(7) of the *Divorce Act*.

4 If a Material Change has Occurred, Should Mr. Houlihan's Spousal Support be Terminated, Reduced, or Remain the Same?

[27] Mr. Houlihan says that his spousal support obligation should be terminated effective September 2023 for the following five reasons: his reduction in income, his payment of spousal support for nineteen years following a twenty-two year marriage, Ms. Houlihan's failure to remain in the workforce, the lack of evidence that Ms. Houlihan is unable to work in any capacity and her failure to find part-time work.

[28] Ms. Houlihan does not object to a reduction in spousal support as a result of Mr. Houlihan's retirement but says that it should not terminate until she starts receiving OAS.

[29] To determine whether I should terminate, or reduce and then terminate spousal support in light of Mr. Houlihan's retirement I must consider the factors set out in Section 17 (7) of the *Divorce Act* and in particular if:

- a. there is any ongoing economic advantage or disadvantage to either Mr. or Ms. Houlihan, arising from the marriage or the breakdown of the marriage.
- b. Mr. or Ms. Houlihan experience any ongoing economic hardship arising from the breakdown of the marriage.

- c. the financial consequences arising from the care of the children of the marriage are apportioned between Mr. and Ms. Houlihan.
- d. there is a reasonable prospect that Ms. Houlihan's self sufficiency would be promoted by continuing spousal support.

[30] I will now consider each of these factors.

4.1 Consideration #1 - Is There Any Ongoing Economic Advantage or Disadvantage to Either Mr. or Ms. Houlihan Arising from the Breakdown of the Marriage.

[31] To determine whether there is any ongoing economic advantage or disadvantage arising from the breakdown of the marriage, I must first assess the circumstances of the parties when they separated and then determine if those circumstances continue or if other advantages or disadvantages have arisen.

4.1.1 What Economic Advantages or Disadvantages Arose from the Breakdown of the Marriage in 2004?

[32] When they separated on August 21, 2004, the parties had substantial debt and few assets other than their matrimonial home. The parties' divorce trial proceeded before Justice MacDonald in 2006. At that time, Mr. Houlihan's annual income was \$89,913; Ms. Houlihan was employed in a casual secretarial position with an annual income of \$6,156.

[33] Justice MacDonald found Ms. Houlihan was entitled to spousal support but did not explicitly say whether that support was based on a compensatory or non-compensatory basis. Justice MacDonald determined that although Ms. Houlihan was not employed on a full-time basis she could and should be earning more income.

[34] Justice MacDonald rejected Ms. Houlihan's position that she was unable to work on a full-time basis:

The wife suggests that she suffers from several medical ailments that would make full time employment difficult if not impossible. She offers no medical or other evidence to support her contention and I reject it completely. (page 8 of Justice MacDonald's decision)

[35] Justice MacDonald reviewed Ms. Houlihan's work and education history prior to 2007 and concluded regarding Ms. Houlihan's efforts to obtain work as follows:

She suggests she has made numerous efforts to find better employment but after listening to her evidence I am not satisfied that she has made sincere attempts to do so. I accept that her opening statement defines the efforts she has made. In that statement she testified that she is not currently seeking other employment and likes her present job even though it provides little remuneration. Her testimony essentially is that she is entitled to stay at home. She believes the husband can afford to permit her this lifestyle. (page 8 of Justice MacDonald's decision)

[36] Justice MacDonald determined that Ms. Houlihan's 2007 monthly expenses were \$3,233 (there were two children of the marriage) and that Mr. Houlihan's monthly expenses were \$2,572.

[37] Justice MacDonald ordered Mr. Houlihan to pay monthly spousal support of \$1,200. This order resulted in Mr. Houlihan having a net disposable monthly income of \$2,783 and Ms. Houlihan having a net disposable monthly income of \$3,407 (including child support of \$1,165 and spousal support).

[38] Justice MacDonald set a review date for one year after her decision by which time Justice MacDonald anticipated that the parties would have sold their home and Ms. Houlihan would have obtained a better position. Justice MacDonald summarized Ms. Houlihan's ability and need to secure better employment and the timeframe in which to secure that employment:

The amount of spousal support the husband can presently afford to pay will not permit the wife to maintain her present lifestyle unless she obtains better employment. She has the education, training, and skills to do so. Her daughter has more need of a parent who can meaningfully contribute to her financial support than she does a mother who is primarily at home. The mother will need time to find better employment. However, if she does not the husband will be faced with a dilemma. There will be no change in circumstances that may permit a review of this order. This is, I expect, the reason why review orders have become common in these situations.... In this case there will be a change in circumstances when the house is sold. In addition this is a situation where the wife has the ability to improve her economic self-sufficiency. The provisions of this order in respect to spousal support are to be reviewed within one year.... (page 15/16 of Justice MacDonald's decision)

[39] Neither party appealed Justice MacDonald's decision. Neither party sought a review of Justice MacDonald's spousal support order.

[40] I interpret Justice MacDonald's decision and the resulting CRO as confirmation that Ms. Houlihan was economically disadvantaged as a result of the marriage breakdown, but not permanently, and that Mr. Houlihan was economically advantaged to the extent that he continued to earn his full income.

[41] I will now review each of the four considerations.

4.1.2 Do any Economic Advantages or Disadvantages Attributable to the Marriage or the Breakdown of the Marriage Continue?

[42] I must now consider if the economic advantage or disadvantage attributable to the breakdown of the marriage continue or if other advantages or disadvantages have arisen.

4.1.3 Mr. Houlihan's Ongoing Economic Advantage

[43] Mr. Houlihan's retirement eliminated his employment income and with it the economic advantage he held following the breakdown of the marriage.

[44] Mr. Houlihan's post retirement monthly income (consisting of OAS and CPP) is \$1,767.21. In addition, he earns gross monthly rental income of \$1,300 (as of August 2023).

[45] Mr. Houlihan did not tender the expenses he incurs with respect to his rental income and suggested that I should reduce gross rental income by half to arrive at a

net rental income. I have evidence of rental income but no evidence of related expenses. In *Richardson v. Stonehouse*, 2006 NSCA 113, the Nova Scotia Court of Appeal refused to overturn a trial judge's inclusion of gross rent in a payor's income due to the lack of evidence of expenses:

If she had eligible deductions from the rental income, she would be entitled to deduct them since only the net rental income is included in total income on the tax form. However, since she failed to disclose her expenses and did not even testify as to what they might be, I am not persuaded that the trial judge erred by including the \$400 per month in the appellant's income (paragraph 9).

[46] I accept that even in the absence of evidence regarding expenses, Mr. Houlihan must incur some expense to generate rental income. The rented unit is in Mr. Houlihan's home. I am prepared to allocate 20% of the rental income as expenses. I will reduce the monthly rental income of \$1,300 by \$260 for a net rental income of \$1,040 subject to gross up. Mr. Houlihan commenced renting the apartment in his home in August of 2023. I assume that he will declare this income on his income tax return, and I have not therefore grossed up his rental income.

[47] Mr. Houlihan's post retirement income from all sources is \$33,696. His 2006 income was \$89,913.

[48] Mr. Houlihan tendered a sworn Statement of Income and Expense from Leona MacDougall with whom he lives. Ms. MacDougall has no income and does not contribute to household expenses.

[49] Mr. Houlihan's monthly expenses as of February of 2023 were \$4,297.23 (excluding CPP, EI, and group coverages) which is \$1,618 in excess of Ms. Houlihan's monthly expenses of \$2,653.88. Mr. Houlihan's monthly budget for items such as telephone/postage, food, and toiletries (\$990) is twice that of Ms. Houlihan's (\$490). He budgets \$475 a month for Christmas, birthdays, events and gifts, and holidays and entertainment as compared to Ms. Houlihan's monthly budget of \$75 (for Christmas, birthdays, events, and gifts).

[50] If I reduce Mr. Houlihan's expenses to align with many of Ms. Houlihan's expenses, I find that his reasonable expenses result in a budget of \$3,197.23 which exceeds his net monthly income and leaves no excess for the payment of spousal support.

[51] On cross examination Mr. Houlihan testified that while working he was not able to save any money to assist him in his retirement.

[52] When his marriage ended Mr. Houlihan had full time employment for which he was well paid. That employment has ended, and the income stream associated with that employment has ceased. Mr. Houlihan's limited retirement income is insufficient to pay for his expenses. Mr. Houlihan no longer benefits from any advantage attributable to the breakdown of his marriage.

4.1.4 Ms. Houlihan's Economic Disadvantage

[53] I must now consider if Ms. Houlihan experiences an ongoing economic disadvantage attributable to the breakdown of her marriage.

[54] Justice MacDonald awarded Ms. Houlihan monthly spousal support of \$1,200 and found that Ms. Houlihan had the capacity to work in a full-time position and for that reason ordered the issue of spousal support be reviewed one year after the parties were divorced.

[55] Justice MacDonald found that Ms. Houlihan could and should engage in full time work. Neither party appealed and as a result that finding stands.

[56] Ms. Houlihan was not disabled from working when her marriage ended. Her lack of employment and resulting economic circumstances were not attributable to the marriage or the break down of the marriage but rather to her choice to work in a limited capacity. She was awarded spousal support but was found to have capacity to work in a full-time capacity.

[57] Ms. Houlihan argued before me that she is unable to work and that her lack of employment is justified based upon her physical circumstances.

[58] Ms. Houlihan is not working. She says she is too unwell to work. She tendered a brief letter from Dr. Sophie Couture confirming Ms. Houlihan's medical

history of moderate obstructive sleep apnea (which requires a C-Pap machine), fatigue, mechanical back pain and fibromyalgia that affects her mobility and capacity to do household chores. Dr. Couture's letter was admitted by consent without the necessity of calling her as a witness.

[59] Ms. Houlihan's affidavit refers to medical difficulties which commenced following an ectopic pregnancy in 1990 and that her health continued to deteriorate with anemia, chronic pain, chronic fatigue which progressed to permanent disability.

[60] Ms. Houlihan's medical evidence confirms her sleep apnea was diagnosed in 2007 and requires use of a C-Pap machine. Sleep apnea is the only medical condition mentioned in the evidence diagnosed after the trial before Justice MacDonald. The medical evidence establishes that she has moderate sleep apnea but does not establish that moderate sleep apnea is a disabling condition.

[61] Rather than obtaining a better position as directed by Justice MacDonald, Ms. Houlihan did not work after 2007 and did not look for work. In fact, when asked if she had looked for work since 2006 Ms. Houlihan responded, "Absolutely not."

[62] Ms. Houlihan did not advance any medical opinion confirming that she was or is permanently disabled. Justice MacDonald rejected Ms. Houlihan's assertion of disability in her 2007 decision. I have no evidence that Ms. Houlihan has become permanently disabled since then. Dr. Couture's letter does not establish that Ms. Houlihan is disabled from working in any capacity. The letter from Dr. Couture does not explain why Ms. Houlihan has not worked in any capacity since she was forty-six and why she is not working now.

[63] Ms. Houlihan applied for a CPP disability pension in 2015 but was not approved.

[64] Ms. Houlihan's \$1,052 monthly income (apart from spousal support) consists of CPP benefits of \$372, and a disability pension of \$680 which is not subject to income tax.

[65] Ms. Houlihan's grossed up annual income (including rental income from her son) is \$15,720.

[66] Ms. Houlihan's monthly expenses total \$2,678.88, resulting in a monthly deficit of \$1,626.88 before taking spousal support into account.

[67] I am not satisfied that Ms. Houlihan's lack of employment is justified based on the evidence before me. Ms. Houlihan was not disabled from employment when

her marriage ended. She has not satisfied me that she is disabled now or has been over the past sixteen years. I find that her economic circumstances arise from her lack of employment. Any ongoing economic disadvantage experienced by Ms. Houlihan is not attributable to the marriage or the breakdown of the marriage but rather attributable to her decision to not seek any employment in any form for the past sixteen years.

[68] Ms. Houlihan's economic circumstances could be somewhat alleviated if she charged the parties' son, with whom she lives, more for rent. Their son is not currently working but receives Workers' Compensation Benefits. He pays his own expenses such as food and clothing and gives Ms. Houlihan \$250 a month for rent. Ms. Houlihan and her son split the cost of a car. Ms. Houlihan did not declare the rental support she receives from her son on her sworn statement of income or reduce her rent by \$250 on the sworn statement of expenses. Ms. Houlihan does not declare this income on her income tax returns. This income must then be grossed up and included in her income. She testified that she will ask her son to contribute more to their household costs if spousal support is reduced or terminated.

[69] In considering whether Ms. Houlihan continues to experience any economic disadvantage arising out of the marriage I note that she has received spousal

support since separation and in the amount of \$14,400 per year since the issuance of the CRO in 2007. Ms. Houlihan has received spousal support for nineteen years following a twenty-two year marriage. I find that any economic disadvantage Ms. Houlihan experienced as a result of the marriage, or its breakdown have been compensated by the length of the spousal support.

[70] I find Ms. Houlihan no longer experiences an economic disadvantage attributable to the marriage or its breakdown.

4.2 Consideration #2 - Do Mr. or Ms. Houlihan Experience any Ongoing Economic Hardship Arising from the Marriage or the Breakdown of the Marriage?

[71] I must ensure any variation order granted relieves any economic hardship experienced by the parties as a result of the breakdown of the marriage.

[72] I find that neither party currently experiences economic hardship experienced attributable to the breakdown of the marriage. I find that any economic hardship arising from the marriage, or its breakdown have been addressed through the provision of support and that any current economic hardship experienced by Ms. Houlihan is caused by her choices, not from the marriage or its breakdown (*Choquette v. Choquette*, 2019 ONCA 306 paragraph 19).

4.3 Consideration #3 – Are the Financial Consequences Arising from the Care of the children of the Marriage Apportioned Between Mr. and Mrs. Houlihan?

[73] I must ensure any variation of the spousal support order apportions between the parties the financial consequences arising from the care of any children of the marriage.

[74] Ms. Houlihan had primary care of the two remaining children of the marriage when the parties separated. She received the full amount of child support ordered by Justice MacDonald until 2015 when the youngest of those children was twenty-one.

[75] The evidence does not establish that there are any ongoing financial consequences arising from the fact that Ms. Houlihan had primary care of the parties' children.

4.4 Consideration #4 – Is There a Reasonable Prospect that Ms. Houlihan's Self Sufficiency Would be Promoted by Continuing Spousal Support.

[76] I must ensure that any variation must, in so far as practicable promote the self-sufficiency of the parties within a reasonable period of time.

[77] I find that Ms. Houlihan has not taken any steps to pursue self-sufficiency.

Given her position at trial and her lack of employment since age 46, I find that Ms.

Houlihan will not pursue economic self sufficiency. I find that continuing spousal support will not promote Ms. Houlihan's economic self-sufficiency.

4.5 Conclusion

[78] I have considered the evidence, the *Divorce Act*, and the jurisprudence and conclude that it is appropriate to terminate Mr. Houlihan's spousal support obligations effective September 30, 2023.

5 Does the CRO Permit Me to Review Mr. Houlihan's Spousal Support Obligation Without the Necessity of Finding a Material Change in Circumstances?

[79] The CRO contemplated a review of spousal support within a year of May 8, 2007. Neither party sought to review spousal support until Mr. Houlihan applied to terminate spousal support in this application.

[80] As I have found that Mr. Houlihan's spousal support obligation should cease as of September 30, 2023, I do not need to consider whether the CRO permits me to review the question of spousal support fifteen years after the contemplated review date without the necessity of finding a material change in circumstances.

6 Conclusion

[81] I order that Mr. Houlihan's obligation to pay child support ended as of December 2, 2015, and that his obligation to pay spousal support terminated as of

September 30, 2023. I order that the CRO be amended by deleting paragraphs 4 to 11 inclusive.

[82] Mr. Walker is asked to prepare the order.

[83] If either party seeks costs, and the parties cannot agree, the parties shall file their cost submissions within one month of this decision.

Daniel Ingersoll, J.