

THIS IS A WITHOUT PREJUDICE OFFER TO SETTLE, WHICH, IF ACCEPTED WILL  
FORM A SEPARATION AGREEMENT BETWEEN THE PARTIES

Between

Natashia Lynn Michinski

(Natashia)

AND

Justin Skyler Zanth

(Skyler)

## 1. Definitions

### 1.1 In this Agreement:

- (a) "cohabit" means to live with another person in a relationship resembling marriage;
- (b) "CRA" means Canada Revenue Agency;
- (c) "FRO" means the Family Responsibility Office described in the *Family Responsibility and Support Arrears Enforcement Act*, or any successor support enforcement agency; and
- (d) "family home" means the property at 15490 Ashburn Road in Berwick, Ontario.

### 1.2 Any reference to a statute means the legislation bearing that name at the time the Agreement is signed and includes its regulations and any amending or successor legislation. For example, "*Family Law Act*" means the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, and includes R.R.O. 1990, Reg. 368, R.R.O. 1990, Reg. 367, O.Reg. 391/97 and O.Reg 190/15.

## **2. Background**

- 2.1 Natasha and Skyler began cohabiting on 12/01/2016.
- 2.2 Natasha and Skyler separated in August 2023, and continue to live separate and apart, albeit in the same property, namely the family home. Upon the execution of this Agreement, Skyler will vacate the family home. The parties will continue living separate and apart.
- 2.3 Natasha was born on 03/21/1992 and is currently 32 years old. Skyler was born on 06/15/1988 and is currently 35 years old.
- 2.4 The parties' employment information is as follows:
- (a) Natasha is employed as radiation technologist by the Ottawa Hospital and earns an annual income of approximately \$95,000.
  - (b) Skyler is employed as a commissioned sales person by Harley Davidson and earns an annual income of approximately \$24,000.
- 2.5 Natasha and Skyler each intend this Agreement to be:
- (a) a final settlement of:
    - (i) their respective rights in or to the property (which includes all assets and debts) of the other and the property held by them jointly;
    - (ii) their respective rights in the estate of the other;
    - (iii) all issues otherwise arising out of their cohabitation.
- 2.6 The parties agree to be bound by this Agreement which settles all issues between them.
- 2.7 Natasha and Skyler intend to and have:
- (a) negotiated this Agreement in good faith and with the utmost integrity;

- (b) reached this Agreement freely and voluntarily, with independent legal advice, without any undue influence, coercion or duress;
  - (c) considered how a court might decide any issues addressed herein, and have elected to make this Agreement irrespective of what a court might have decided;
  - (d) recognized the importance of being able to rely on this Agreement and that this reliance outweighs the risk that the Agreement may operate unfairly at some future date; and
  - (e) entered this Agreement relying on it to be enforced according to its terms;
  - (f) resolved all issues between them privately, without court intervention, as intended.
- 2.8 No application claiming relief under the *Family Law Act*, has been commenced by either party in any court to resolve any of the parties' family law issues.
- 2.9 This Agreement replaces all oral or written agreements made between the parties with respect to the issues arising out of their relationship.
- 2.10 All background statements of fact form part of this Agreement. Each of the parties warrants that the background statements of fact are true and acknowledges that the other party is relying on them.
- 3. Freedom From The Other**
- 3.1 Neither party will go on property where the other lives or works without the other's consent.

#### 4. Spousal Support

4.1 Natasha will pay Skyler spousal support of \$500 a month starting the date Skyler moves out, and ending 24 months later. Natasha will make the payments on the first day of each month after the month Skyler moves out. After two years, 24 payments, spousal support ends forever. This term cannot be changed.

4.2

- (a) As a result of the terms of this Agreement, and after payment of the spousal support set out in this Agreement, we are financially independent of each other and release our respective rights to spousal support from the other, both retroactively and prospectively, now and forever.
- (b) We intend this Agreement to be forever final and non-variable.
- (c) For greater certainty, we acknowledge that:
  - (i) we have negotiated this Agreement in an unimpeachable fashion and that the terms of this Agreement fully represent our intentions and expectations;
  - (ii) we have had independent legal advice and all the disclosure we have requested and require to understand the nature and consequences of this Agreement, and to come to the conclusion, as we do, that the terms of this Agreement, including the release of all spousal support rights, reflect an equitable sharing of the economic consequences of our relationship and its breakdown;
  - (iii) the terms of this Agreement substantially comply with the overall objectives of the *Divorce Act* and *Family Law Act* now and in the future;

- (iv) we require the courts to respect our autonomy to achieve certainty and finality in our lives;
  - (v) the terms of this Agreement and, in particular, this release of spousal support, reflect each party's own particular objectives and concerns, and are intended to be a final and certain settling of all spousal support issues between us. Among other considerations, we are also relying on this spousal support release, in particular, upon which to base our future lives.
- (d) We specifically wish to be able to pursue our separate and independent lives, no matter what changes may occur. We specifically anticipate that one or both of us may lose our jobs, become ill and be unable to work, have additional child care responsibilities that will interfere with our ability to work, find our financial resources diminished or exhausted whether through our own fault or not, or be affected by general economic and family conditions changing over time. Changes in our circumstances may be catastrophic, unanticipated or beyond our imagination. Nevertheless, no change, no matter how extreme or consequential for either or both of us, will alter this Agreement and our view that the terms of this Agreement reflect our intention to always be separate financially. We fully accept that no change whatsoever in either or both of our circumstances will entitle either of us to spousal support from the other, now and forever.
- (e) In short, we expect the courts to enforce fully this spousal support release no matter what occurs in the future.

4.3 Each of us acknowledges that we have been advised by our respective solicitors of rulings in the courts in which the court has awarded spousal support,

notwithstanding that full releases of spousal support have been contained in an agreement. Notwithstanding these rulings, we agree and intend that no change in circumstances whatsoever, including but not limited to those set out above, will entitle either of us to apply to a court for spousal support. This Agreement, and this paragraph in particular, may be pleaded as a complete defence to any claim brought by either of us for spousal support in contravention of the terms of this paragraph.

4.4 Starting January 1<sup>st</sup>, 2024 and until the date Skyler moves out, Natasha will pay:

- (a) Skyler's car loan payments;
- (b) Skyler's half of the mortgage;
- (c) Skyler's half of home insurance;
- (d) Skyler's half of utilities; and
- (e) Skyler's half of other home carrying costs.

These payments by Natasha are intended solely for the benefit of Skyler.

Sections 56.1(2) and 60.1(2) of the *Income Tax Act* will apply to these payments.

Natasha will deduct these payments from Natasha's taxable income and Skyler will include these payments in Skyler's taxable income.

4.5 The parties will register their spousal support arrangement with CRA by filing Form T1158 "Registration of Family Support Payments" with CRA.

4.6 In any case, if required by Natasha and reasonably requested, Skyler will provide a statement of support received from Natasha for the prior year.

4.7 Natasha will pay the spousal support directly to Skyler and not to the FRO. Neither party will file this Agreement with the FRO for enforcement unless Natasha defaults in payment for more than six weeks, at which time Skyler may

file the Agreement with the court and the FRO for enforcement.

- 4.8 Natasha will pay spousal support by e-transfer to Skyler's email address, skylerzanth@gmail.com, on the first day of each month.
- 4.9 Natasha and Skyler agree that neither will apply to the Family Court of the Ontario Superior Court of Justice to vary or index the support provisions of this Agreement, pursuant to s. 35(2)(b) of the *Family Law Act*.

## **5. Property**

- 5.1 Skyler has possession of the white Chrysler 300. From the date of this agreement, Skyler will insure the vehicle.
- 5.2 Skyler has possession of a cell phone. Skyler will transfer the phone to his own plan.
- 5.3 Skyler currently has possession of the following items in the family home, and is expected to take them with him when he vacates:
- (a) King size mattress
  - (b) TV, fire cube, TV stand
  - (c) Couch
  - (d) His desk, computer, and office chair
  - (e) Coffee table
  - (f) Shag rug from living room
  - (g) BBQ
  - (h) Nespresso machine
  - (i) Bow flex

- (j) Red set of pans
- (k) Dish set
- (l) Bedroom set (dresser and 2 end tables from master bedroom)
- (m) Towels from main floor bathroom

## **6. Family Home**

- 6.1 Natasha is the sole registered owner of the family home.
- 6.2 The parties agree that the value of the family home is \$550,000.
- 6.3 The parties agree that the current mortgage on the family home is \$444,445.06, as of April 19, 2024 (See Schedule "A").
- 6.4 On signing this Agreement, Natasha and Skyler will each designate the family home as their principal residence from the year of purchase until the year the Agreement is signed, and neither will designate another home as a principal residence during this time period. If either becomes liable for income tax resulting from the other's breach of this term, the breaching party will be liable for the other's tax.
- 6.5 Skyler will vacate the family home immediately once this Agreement is signed. If Skyler vacates the home prior to May 13, 2024, Natasha will give Skyler a one-time payment of \$2,000 that will not be attributed to Spousal Support, and that will not have tax consequences for either party.
- 6.6 Natasha will list the family home for sale with a realtor. She will accept the first reasonable offer to purchase the property.
- 6.7 Natasha will have exclusive possession of the family home until the sale closes, and will continue to pay utilities, mortgage, insurance, common expense charges, and maintenance.



6.8 The proceeds from the sale of the family home will be handled as follows:

- (a) Natasha will direct the lawyer on the sale to pay these expenses from the family home sale proceeds:
  - (i) real estate commission;
  - (ii) adjustments for taxes, utilities, municipal fees or levies;
  - (iii) amounts required to discharge registered encumbrances;
  - (iv) legal fees and disbursements relating to the sale; and
  - (v) all other sale adjustments.
- (b) From the net proceeds (ie. after paying the expenses in (a) above), before taking the remainder, Natasha will:
  - (i) pay approximately \$14,363.71 to pay off Skyler's car loan; and
  - (ii) if Skyler has completed the paperwork to allow Natasha to be a third party on the loan for windows, pay approximately \$10,000 to pay off the account owing for the windows.
- (c) After paying the amounts in (a) and (b) above, the remaining proceeds will be disbursed to Natasha.

## 7. Releases

### 7.1

- (a) This Agreement is a full and final settlement of all issues between Natasha and Skyler and all rights and obligations arising out of their relationship.
- (b) Except as otherwise provided in this Agreement, Natasha and Skyler release each other from all claims at common law, in equity or by statute

against each other, including claims under the *Family Law Act*, and the *Succession Law Reform Act*.

## **8. General Terms**

8.1 Natasha and Skyler each acknowledges and agrees that this Agreement is a separation agreement entered into under section 54 of the *Family Law Act*, and is a domestic contract that prevails over all matters dealt with in the *Family Law Act*.

8.2 There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.

8.3 Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

8.4 The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.

8.5 Unless the parties agree otherwise:

- (a) the laws of Ontario apply to this Agreement and its interpretation;
- (b) the Ontario Superior Court of Justice, Family Court has exclusive jurisdiction over this Agreement.

8.6 This Agreement survives the death of Natasha and Skyler and enures to the benefit of and binds Natasha's and Skyler's heirs, executors, administrators, estate trustees, personal representatives and assigns.

8.7 Natasha and Skyler will each inform the executors, estate trustees, personal representatives named in each one's will that this Agreement exists, and where a copy is located.

8.8

- (a) Each party has investigated the other's financial circumstances and is satisfied with the disclosure and investigation.
- (b) The parties acknowledge that their respective solicitors have drawn their attention to section 56(4)(a) of the *Family Law Act*, that provides as follows:  
"56(4) A court may, on application, set aside a domestic contract or a provision in it,
  - (a) if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made."

8.9 The parties will pay their own costs for the negotiation, preparation, and execution of this Agreement.

8.10

- (a) Natasha has had independent legal advice, from M. Anne Vespry, as evidenced by the execution of the certificate attached to this Agreement.
- (b) Natasha:
  - (i) understands her rights and obligations under this agreement and its nature and consequences;
  - (ii) acknowledges that this Agreement is fair and reasonable;
  - (iii) acknowledges that she is not under any undue influence or duress;and

(iv) acknowledges that she is signing this Agreement voluntarily.

8.11

(a) Skyler has been told to obtain independent legal advice, has had the opportunity to obtain independent legal advice, and has declined it. Skyler will execute the attached Schedule, "Waiver of Independent Legal Advice".

(b) Skyler:

(i) understands his rights and obligations under this Agreement and its nature and consequences;

(ii) acknowledges that this Agreement is fair and reasonable;

(iii) acknowledges that he is not under any undue influence or duress; and

(iv) acknowledges that he is signing this Agreement voluntarily.

8.12 The Agreement may be executed and delivered as follows:

(a) This Agreement may be signed in one or more counterparts, as may be convenient or required. All counterparts of this Agreement will collectively constitute one document.

(b) This Agreement or any counterparts may be signed by electronic means, and will bind any such party the same way as the party's handwritten signature would.

(c) Delivery of a signed Agreement or any signed counterparts by facsimile and/or electronic mail or other electronic means will be sufficient, and an electronic copy will have the same effect as an original executed Agreement.

8.13 The effective date of this Agreement is the date on which the latter party signs it.

TO EVIDENCE THEIR AGREEMENT NATASHIA AND SKYLER HAVE SIGNED  
THIS AGREEMENT BEFORE A WITNESS.

DATE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Natashia Lynn Michinski

DATE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Justin Skyler Zanth

## CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, M. Anne Vespry, of the City of Ottawa in the Municipality of Ottawa-Carleton, in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Natasha Lynn Michinski, one of the parties to the attached Separation Agreement with respect to her rights and obligations under this Agreement.

I acted only for Natasha Lynn Michinski and fully explained to her the nature and effect of the Agreement. Natasha Lynn Michinski acknowledged that she completely understood the nature and effect of the Agreement. Natasha Lynn Michinski executed the Agreement in front of me and confirmed that she was entering into the Agreement of her own volition without any fear, threats, compulsion or influence by Skyler Justin Zanth or any other person.

Dated at Ottawa this \_\_\_\_\_:

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M. Anne Vespry

Schedule "A"

20:21 Tue Apr 30

Mortgage Details

mymortgage.firstnational.ca

68%

MORTGAGE 1381147

MORTGAGE DETAILS

LOG OUT

Welcome back, *natashia!*

MORTGAGE & PAYMENT DETAILS

CURRENT TERM

AMORTIZATION

MORTGAGE DETAILS

MORTGAGE ACCOUNT

MORTGAGE PAYMENTS

MORTGAGE RESOURCES

MORTGAGE APPLICATIONS

MY PROFILE

CONTACT US

\$443,643.85

PRINCIPAL BALANCE

PRINCIPAL BALANCE REMAINING  
\$443,643.85

TOTAL PRINCIPAL PAID  
\$6,356.15

ORIGINAL MORTGAGE AMOUNT  
\$450,000.00

TOTAL PAYMENT  
\$2,251.85 Monthly

PRINCIPAL & INTEREST  
\$1,868.85

PROPERTY TAX  
\$383.00

HOME WARRANTY  
\$0.00

LIFE INSURANCE  
\$0.00

PRINT INFORMATION STATEMENT

## WAIVER OF INDEPENDENT LEGAL ADVICE

I, Justin Skyler Zanth, of the City of Berwick, in the Province of Ontario, certify that:

1. I have read and understood the attached Agreement dated \_\_\_\_\_, and I am fully aware of each and every term therein. I have read and understand to my satisfaction my obligations and rights under the Agreement.
2. I acknowledge and understand that M. Anne Vespry is the solicitor for Natasha Lynn Michinski, and only for Natasha. I understand that M. Anne Vespry is NOT my solicitor and is NOT the solicitor for me and Natasha together. I have received no legal advice from M. Anne Vespry.
3. I acknowledge that M. Anne Vespry has recommended that I seek independent legal advice with respect to the terms of the Agreement, and that I have been given an opportunity to seek such legal advice. Notwithstanding such recommendation, and said opportunity, I acknowledge and declare that:
  - (a) I wish to enter into this Agreement without independent legal advice;
  - (b) I understand that the terms of this Agreement and they correctly set out my wishes and intentions;
  - (c) I will not seek to challenge this Agreement at some later date on the basis of a complaint that I did not receive independent legal advice or that I did not understand the terms; and
  - (d) I agree to be bound by those terms.
4. I acknowledge and declare that I am executing this Agreement of my own volition and without fear, threats, compulsions or influence by M. Anne Vespry, Natasha Lynn Michinski, or any other person.

Dated at Berwick this \_\_\_\_\_:

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Justin Skyler Zanth



DATED:

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Between:

Natashia Lynn Michinski

and

Justin Skyler Zanth

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**SEPARATION AGREEMENT**

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M. Anne Vespry  
Barrister and Solicitor  
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Ottawa, Ontario K2G 5Y7  
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anne@vespry.ca