

THIS IS A SEPARATION AGREEMENT DATED

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' education/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. Exception will be made for health emergencies and where Skyler would Not need to inform Natasha to receive health care. As Natasha continues her abusive behavioural patterns by Continuously coming by the house and going out of her way to yell at and start fights with Skyler. Once this offer is signed, Natasha can no longer come by the house without written Approval from Skyler, while the house sells. More on that later. This behaviour is outrageous As it is unnecessary and further deteriorates Skyler's mental state. It is already cruel enough That Natasha has informed Skyler, that she would change the locks while he is away, for example Trying to find new employment as he was released from his previous employer due to this separation. Currently Skyler cannot leave the property in fear of Natasha "claiming" the remainder of Skyler's belongings and further trying to take more than Natasha's right in regards to value of their family home.

4.3 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 and frame
- (b) Tv, fire cube
- (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(along with any that are currently missing From the first floor bathroom)

4.4 In exchange for what has already been taken, instead of bringing the items back to be Discussed, Natashaia would pay \$5500 to Skyler to compensate and replace house hold Items needed to live in a home.

## **5. Family Home**

5.3 The parties have yet to agree that the current mortgage on the family home is \$444,445.06, as of April 19, 2024. Natashaia will provide provide proof of the mortgage balance.

A price has not been set between the parties, the price of the home will be dictated by the Market and may go up or down from that market price due to presented offers for the Purchase of the home.

Both parties have to agree on the final offer before selling their family home.

Both parties have yet to agree on the remaining balance on the homes improvement cost's That are still outstanding. To date Natashaia has given figures that do not match what should be Left owing. The outstanding amount has to be paid before/during the sale of the home as Their is currently a lien on the house.

- 5.4 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.
- 5.5 As Natasha has removed 100% of her belongings from the home, we cannot leave it empty for possibly months while the house sells. Since Skyler still resides there, he will continue residing there to ensure the security of the home while it sells. Skyler will keep the house in a presentable state and due to term 14, in the case of breaching a term in the contract. Skyler will no longer lock his belongings in the living room via chain and padlock since Natasha can no longer enter the home without his permission. This will give Skyler the security he needs as Natasha has taken numerous items that were his while she was moving out. To this day she continues to come back to try to remove items that are not hers. Even though she does not have any more items in the house that belong to her, by her own definitions.
- 5.7 The proceeds from the sale of the family home will be handled as follows:
- (a) The parties 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 distribution between the parties, the parties will:
    - (i) All debts incurred during the relationship to be paid in full. Including any debts that Natasha has that Skyler is unaware of. Along with Skyler's debts, RBC Credit Line, RBC Chequing account, Scotia Bank Visa and ScotiaLine, Scotia Bank Savings account and car loan.
    - (j) Compensation for Skyler's damaged credit due to previous agreement with Natasha. Where both parties would split the cost of the higher interest cost to repair his credit.

- (c) After paying the amounts in (a) and (b) above, the remaining proceeds will be evenly disbursed to Natasha and Skyler.
- (d) A copy of all receipts pertaining to the sale of the home will be provided to Skyler Along with any other paperwork that outlines the use of the funds from the sale Of the house.
- (e) Once the sale of the home has concluded, Natasha will transfer Skyler's proceeds to Him within 5 business days and will ensure he receives any and all paperwork Previously discussed before the transfer has commenced.

## 6. Releases

- 6.1 (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*.

## 7. General Terms

- 7.1 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*.
- 7.2 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 (a) Each party has not investigated the other's financial circumstances and is not satisfied with the disclosure and investigation.

- 7.9 The parties will pay their own costs for the negotiation, preparation, and execution of this Agreement.
- 7.10 (a) Natasha has had independent legal advice, from M. Anne Vespry as evidenced by the execution of the certificates attached to this Agreement.
- (b) Natasha and Skyler:
- (i) understand their respective rights and obligations under this Agreement and its nature and consequences;
  - (ii) acknowledge that this Agreement is fair and reasonable;
  - (iii) acknowledge that they are not under any undue influence or duress; and
  - (iv) acknowledge that both are signing this Agreement voluntarily.
- 7.11 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



8      Spousal Support

Due to the financial situation Skyler was left in, he will receive spousal support From Natasha for a period of time as he recovers financially. At 30% for 2 years and Not pay any of the debts before evenly splitting up the funds from the home sale.

10     Claim of ownership

Two separate ways to look at the situation

- (a)     At the time of signing Skyler was not in the right state of mind to sign the contract And was explained to him in as way where it was deceiving.
- (b)     Resulting trust: Transferred half of the home into Natashias name but did not Compensate Skyler for the transfer and was not meant as a gift to Natasha. At the time The lawyer explained that in the case of a separation, both parties would be due 50% of The home. I was suicidal, depressed and distraught at the time and took his word for it. Only to find out, the opposite was true. I had trusted her with the refinance because This was something we had done in the past on numerous occasions with any wrong doing. So we can dissect this in several ways, by mental state, resulting trust, unjust enrichment and So on. By law Natasha is not entitled to more than 50% of the home and due to the financial Interests of both parties, she does not get the final say on events like the sale price when we Sell our family home.'

11     Claim of Spousal Support

Both parties meet the requirements as follows, a common law partnership for atleast 3 years;

- (a)     Natasha can afford it.
- (b)     The financial state that Skyler was left in when Natasha served him which is Significantly worse than Natashias financial situation.

13     Debt incurred during relationship

Under normal circumstance, the debt would not be shared after separating. Unfortunately, Our situation was not normal. We both had our parts in the debt accumulation but we both Made the decision to only tarnish one of our credits. That way in the event we needed to buy A car for one of us or needed to finance a major home repair, we could. Since mine had taken A small hit, we both agreed that I would destroy my credit while Natasha kept hers clean.

Ever since, any and all money we could afford went to her bills and debts instead of mine. After a couple of years you can see how it can become polarizing to compare our debt and Credit scores now. Due to the unique circumstances Natasha will be responsible for half the Debt today, just as much as she was when we first agreed to do this. Anything but this result Would be unfair because that would mean she did not make that decision in good faith.

### 13 Breach Of Contract Penalty

If Natasha breaches any of the terms in the contract, she forfeits 5% for each term she violates. Whether that go to Skyler or a charity, it does not matter this is only to keep her honest as we Finalize our separation. A third party with zero ties to either party will make this decision, For example if we go to court whoever over sees the case could make the final decision on Where the funds go.

The reasons for the penalty/penalties are due to her abusive behavioural patterns, along with Natasha attempting to take more than what is rightfully hers from the value of our family Home. Along with breaking every agreement made since the start of the separation and tying To the fact that she has taken more items than she should have in regards to her own definition Of who owns what personal items.

### 14 Restitution for lost wages

As stated earlier Natasha has informed Skyler that she would change the locks on him if he Would leave the property for long periods of time, for example a shift at work. This was Confirmed as Natasha has already attempted this by changing the codes on the points of Access.

Skyler has also been the only party actively trying to resolve the separation quickly, which Can be proven with emails. Natasha and her legal team have only provided counter offers When Skyler asked for them numerous times. The last counter offer was sent May 3<sup>rd</sup>, over 21 Days ago. While Skyler tries to make contact in regards to concluding this separation, 2-3 Times per week, typically met with no response.

Due to the discussed items, if an offer is not signed by both parties by July 1<sup>st</sup> 2024, Natasha Will retroactively pay for all and any lost wages because of the actions of the opposing party. Skyler was dismissed 3 weeks after he was served with the notice of no trespass. Due to the Sales environment, Skyler's conservative projections was set at \$94,000 for the year. Natasha has Informed Skyler that the offer sent on May 3<sup>rd</sup> was the final offer she was willing sign.

Along with the fact that Skyler was promised this separation would be concluded within days Of the trespass notice, considering the behavioural patterns of Natasha, it does not come as a Surprise that currently she does not want to conclude the separation in a timely and fair

Fashion. Skyler will continue to make efforts on a weekly basis to conclude the matter. Concluding with, due to the circumstances list above, Skyler will not pay any extra fees, penalties or any other definitions likewise due to the opposing parties actions at trying to Prolong the process.

### 15 Final Note

To keep in line with my current attitude and trying to conclude this quickly and fairly I'm Willing to drop either the spousal support or paying of the debts incurred during the Relationship, if one is chosen. So for example if she wants to pay spousal support, than we take The debts of the table and the same vice versa.

electronic copy will have the same effect as an original executed Agreement.

7.12 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 [specify] in the Municipality of [specify], 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 [city] this [date]:

---

M. Anne Vespry

## CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, [full name], of the City of [specify] in the Municipality of [specify], in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Skyler Justin Zanth, one of the parties to the attached Separation Agreement with respect to his rights and obligations under this Agreement.

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

Dated at [city] this [date]:

---

[full name]

DATED:

---

Between:

Natashia Lynn Michinski

and

Skyler Justin Zanth

---

**SEPARATION AGREEMENT**

---

M. Anne Vespry  
Barrister and Solicitor  
Suite 642  
99 - 1568 Merivale Road  
Ottawa, Ontario K2G 5Y7  
Tel: 613 800 8334  
Fax: 613 800 8334  
anne@vespry.ca