



Social Security
Tribunal of Canada

Tribunal de la sécurité
sociale du Canada

Citation: *JR v Minister of Employment and Social Development*, 2021 SST 113

Tribunal File Number: AD-20-851

BETWEEN:

J. R.

Appellant

and

Minister of Employment and Social Development

Respondent

SOCIAL SECURITY TRIBUNAL DECISION
Appeal Division

DECISION BY: Jude Samson

DATE OF DECISION: March 29, 2021

DECISION AND REASONS

DECISION

[1] J. R. is the Claimant in this case. I am dismissing her appeal. She does not qualify for a survivor's pension. These are the reasons for my decision.

OVERVIEW

[2] In 2018, the Claimant applied for a survivor's pension under the *Canada Pension Plan* (CPP).¹ She qualifies for that pension if she was A. J.'s "common-law partner" when he died in November 2016.² Using the language from the CPP, A. J. is a deceased contributor (Contributor).

[3] The Minister of Employment and Social Development (Minister) denied the Claimant's application. To qualify for a survivor's pension, the Minister said that the Claimant and Contributor had to have lived together in a marriage-like relationship during the whole year just before the Contributor's death. According to the Minister, the Claimant did not meet this requirement because the couple separated between February and July 2016.³

[4] The Claimant appealed the Minister's decision to the Tribunal's General Division. She argued that, despite this brief separation, she and the Contributor had maintained their common-law partnership. The General Division rejected this argument. Instead, it decided that the February 2016 separation marked the end of their relationship, even if they reconciled later.

[5] The Claimant then appealed the General Division decision to the Tribunal's Appeal Division. This time, she won. In November 2019, the Appeal Division applied a broader definition of "common-law partner". It decided that there was no need to focus on the year just before the Contributor's death. Instead, the Claimant qualified for a survivor's pension because she had been living in a marriage-like relationship with the Contributor at the time of his death and for any continuous period of over a year.

¹ The Claimant's application form starts on page GD2-104.

² "Common-law partner" is defined in section 2(1) of the CPP.

³ The Minister's reconsideration decision starts on page GD2-5.

[6] The Minister then challenged the Appeal Division's November 2019 decision to the Federal Court of Appeal. The Federal Court of Appeal allowed the Minister's application and returned the file to the Appeal Division to interpret the CPP's definition of "common-law partner".

[7] The main question in this case is whether the Claimant qualifies for a survivor's pension if she and the Contributor lived together in a marriage-like relationship:

- at the time of his death; **and**
- for a continuous period of over a year; **but not**
- during the whole year just before the Contributor's death.

[8] To qualify for a survivor's pension, I have decided that the Claimant needed to live with the Contributor in a marriage-like relationship during the whole year just before his death. As a result, she does not meet the requirements for a survivor's pension. I am dismissing her appeal.

ISSUES

[9] This decision focuses on three issues:

- a) Can I reassess when the Claimant and Contributor were living together in a marriage-like relationship?
- b) For the Claimant to qualify for a survivor's pension, did she need to live with the Contributor in a marriage-like relationship for the whole year just before his death?
- c) Does the Claimant qualify for a survivor's pension?

ANALYSIS

The Tribunal has decided when the Claimant and Contributor lived together in a

marriage-like relationship

[10] Many of the Claimant's arguments directly or indirectly challenge the General Division's earlier finding that the Claimant ended her common-law relationship with the Contributor when they separated in February 2016.

[11] The Minister argues that the Tribunal has made a final decision on this issue and that I must accept what has already been decided.

[12] I agree with the Minister. I cannot revisit the Tribunal's earlier decisions on this issue. I must accept that the Claimant and Contributor lived together in a marriage-like relationship:

a) from July 2012 to February 2016; and

b) from July 2016 to the time of the Contributor's death in November 2016.

[13] I based this conclusion on the history of the file, including the various decisions made and challenges brought along the way.

[14] In its March 2019 decision, the Tribunal's General Division focused on whether the Claimant and Contributor had lived together in a marriage-like relationship for the whole year before the Contributor's death (between November 2015 and November 2016). There was no dispute that the couple started living together in July 2012. However, their relationship might have ended when they separated in February 2016.

[15] The General Division recognized that separations do not always mark the end of a common-law relationship. In support of that conclusion, the General Division relied on *Hodge*,⁴ a Supreme Court of Canada decision that was also about survivor's pensions and the CPP.

[16] In *Hodge*, the Supreme Court said that cohabitation and co-residence are not the same. For example, Ms. Hodge separated from her partner in February 1993, but she did not end their common-law relationship until February 1994. The Supreme Court said that the couple's

⁴ The legal citation for this decision is *Hodge v Canada (Minister of Human Resources Development)*, 2004 SCC 65.

partnership ended when Ms. Hodge considered the relationship to be over and when her behaviour convincingly showed that her decision was final.⁵

[17] In this case, the General Division concluded that the common-law relationship between the Claimant and Contributor was interrupted when the couple separated in February 2016. At that time, the couple had an argument about the Contributor's infidelity, the Claimant asked the Contributor to leave her home, and she presented him with a type of restraining order. Although the couple did maintain a relationship after this argument, they were not monogamous, and they kept their relationship secret from their families.

[18] As an aside, the Claimant argued at the hearing before me that the General Division never found that the couple's common-law partnership had ended. I disagree. The General Division described the couple's relationship as interrupted and non-continuous. Like the Supreme Court discussed in *Hodge*, the General Division also assessed whether the Claimant considered the relationship to be over and whether her actions showed that the decision was final.⁶

[19] The Claimant appealed the General Division decision to the Appeal Division. These were her two main arguments:

- a) Despite their separation, the General Division was wrong to conclude that the Claimant had ended her common-law partnership with the Contributor; and
- b) Even if there was an interruption in their relationship, the General Division made a mistake by interpreting the CPP's definition of "common-law partner" too narrowly.

[20] The first Appeal Division decision is dated November 2019. In that decision, the Appeal Division rejected the Claimant's arguments about how she and the Contributor had maintained their common-law partnership. The Appeal Division found no errors in this part of the General Division decision.⁷

⁵ I am paraphrasing the legal test in paragraph 42 of *Hodge v Canada (Minister of Human Resources Development)*, 2004 SCC 65.

⁶ See paragraph 17 of the General Division decision.

⁷ See paragraph 37 of the Appeal Division decision dated November 21, 2019.

[21] However, the Appeal Division decided that the General Division had made a mistake by failing to apply a broader definition of “common-law partner”. According to this broader definition, the Claimant qualified for a survivor’s pension because she had been living with the Contributor in a marriage-like relationship when he died and for a continuous period of more than a year (even if it was not for the whole year just before his death).

[22] The Claimant could have challenged the Tribunal’s finding about the end of her common-law partnership with the Contributor. But she did not. As a result, that part of the Appeal Division’s decision became final. I have no power to revisit that issue.

[23] Only the Minister challenged the Appeal Division’s November 2019 decision. But it focused its challenge on the Appeal Division’s broad interpretation of “common-law partner”.⁸ The Federal Court of Appeal agreed that this part of the Appeal Division decision was unreasonable. So, it sent the matter “back to the Appeal Division to be determined in accordance with these reasons.”⁹

[24] Essentially, the Federal Court of Appeal returned the file to the Appeal Division to properly interpret the relevant sections of the CPP. After interpreting the relevant sections of the CPP, I must then apply them to the facts that the Tribunal has already established.

[25] In other words, there is no longer an issue about when the Claimant and Contributor lived together in a marriage-like relationship. The Tribunal has already decided that question, and I cannot change the Tribunal’s earlier decisions.

The Tribunal has not gone beyond its powers

[26] In addition to the arguments above, the Claimant argued before me that the Tribunal has no power to decide when common-law relationships end. I feel that I must briefly consider these arguments because:

- a) it is important to remain mindful of any limits on the Tribunal’s powers;

⁸ See paragraph 10 of *Canada (Attorney General) v Redman*, 2020 FCA 209.

⁹ This is from paragraph 23 of *Canada (Attorney General) v Redman*, 2020 FCA 209.

- b) they were not considered in any of the earlier decisions about this case; and
- c) the Minister responded to these arguments at the hearing before me.

[27] The Tribunal has the power to decide any questions of fact and law needed to decide whether a person qualifies for a benefit under the CPP.¹⁰ In this case, the Tribunal needs to interpret and apply the CPP's definition of "common-law partner" to decide whether the Claimant qualifies for a survivor's pension. And that question requires the Tribunal to assess when the Claimant and Contributor lived together in a marriage-like relationship.

[28] As part of her arguments, the Claimant relied on section 55.1 of the CPP. That section is about how former common-law partners can request a division of unadjusted pensionable earnings (more commonly known as a "credit split"). Specifically, it says that a credit split between former common-law partners can only take place once they have been living separate and apart for a year or more.

[29] I cannot accept that section 55.1 affects the definition of "common-law partner" in the way that the Claimant is arguing. For example, section 55.1 does not prevent the Tribunal from declaring that a common-law partnership has ended, even if the couple has been living separate and apart for less than a year. The two concepts are different. And the wording of sections 2(1) and 55.1 does not suggest that one is somehow subject to the other.

[30] I do recognize that there are limits to the Tribunal's powers. The Tribunal does not have the power to declare that a common-law partnership has ended for all purposes. In other words, the Claimant can still argue that she was the Contributor's common-law partner in other proceedings. And other decision-makers do not have to accept the Tribunal's findings on this issue.

To qualify for a survivor's pension, the Claimant needed to live with the Contributor in a marriage-like relationship for the whole year just before his death

[31] The Claimant argues that she qualifies for a survivor's pension, even though she and the Contributor separated during the year before his death. According to the Claimant, the definition

¹⁰ See sections 64(1) and 64(2) of the *Department of Employment and Social Development Act*.

of “common-law partner” under section 2(1) of the CPP only requires that she and the Contributor were living together in a marriage-like relationship at the time of his death and for any continuous period of a year or more.

[32] The Minister disagrees. It argues that the General Division correctly focused on the Claimant and Contributor’s relationship during the year just before the Contributor’s death.

[33] The courts have never ruled on this precise issue before.¹¹

[34] The answer to the question depends on how I interpret the CPP’s definition of “common-law partner”.

Some guiding principles for interpreting the CPP

[35] There are some guiding principles that I have to follow when interpreting the CPP. I will summarize a few of them here:

- a) Interpreting “common-law partner” under the CPP requires a close look at the definition’s text, context, and purpose.¹²
- b) I must interpret the CPP generously and in a way that is most compatible with its purposes.¹³
- c) If the words in the definition are clear, then I must give significant weight to the ordinary meaning of those words.¹⁴

¹¹ The Federal Court of Appeal confirmed this in paragraph 19 of *Canada (Attorney General) v Redman*, 2020 FCA 209.

¹² See decisions like *Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65 at para 121 and *Rizzo & Rizzo Shoes Ltd. (Re)*, 1998 CanLII 837 (SCC) at para 21.

¹³ These principles come from section 12 of the *Interpretation Act* and paragraphs 26 to 29 of *Villani v Canada (Attorney General)*, 2001 FCA 248.

¹⁴ See *Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65 at para 120.

- d) The English and French versions of the CPP are equally valid.¹⁵ If I find the definition to be somewhat ambiguous in one language, but clear and precise in the other language, then I should normally adopt the clear and precise version.¹⁶

[36] As part of her arguments, the Claimant sometimes referred to the public's expectation about the outcome of this case and the Contributor's preference that the Claimant benefit from his contributions to the CPP.

[37] I cannot consider these factors when interpreting the CPP. The Claimant's entitlement to a survivor's pension depends on the wording of the CPP, not on the public's expectations or on the Contributor's wishes.

The purposes of the CPP in general and of survivor's pensions in particular

[38] The Claimant argues that the CPP is social welfare legislation and that I should interpret it generously, in a way that advances its benevolent purposes. The Claimant also argues that Parliament designed the CPP to benefit contributors and their loved ones, meaning that any ambiguities in the CPP should be resolved in her favour. Finally, she maintains that paying benefits to someone (rather than letting them lapse) is part of the CPP's purpose.

[39] In support of her arguments, the Claimant relies on the CPP's long title: "An Act to establish a **comprehensive** program of old age pensions and supplementary benefits in Canada payable to and in respect of contributors [emphasis added]." She also says that section 42(1) of the CPP defines "survivor" in a very broad way. This supports the CPP's comprehensive nature.

¹⁵ See *Canada (Attorney General) v Redman*, 2020 FCA 209 at para 22 (and the authorities cited in that paragraph).

¹⁶ The Supreme Court of Canada dealt with this situation in paragraphs 5 and 6 of *R v Mac*, 2002 SCC 24.

42(1) In this Part,

[...]

survivor, in relation to a deceased contributor, means

(a) if there is no person described in paragraph (b), a person who was married to the contributor at the time of the contributor's death, or

(b) a person who was the common-law partner of the contributor at the time of the contributor's death; (*survivant*)

42 (1) Les définitions qui suivent s'appliquent à la présente partie.

[...]

survivant S'entend :

a) à défaut de la personne visée à l'alinéa b), de l'époux du cotisant au décès de celui-ci;

b) du conjoint de fait du cotisant au décès de celui-ci. (*survivor*)

[40] I disagree with how the Claimant characterizes the CPP.

[41] The CPP is a contributory scheme that provides certain benefits to people who have paid into it or who qualify based on very specific criteria.¹⁷ It is not a social welfare regime that provides benefits to all.

[42] Like other insurance schemes, some people will get more out of the CPP than what they paid into it. But that also means that some contributors will receive little or nothing from the CPP.¹⁸ The Plan's viability and affordability depend on the drawing of difficult lines about whether a person qualifies or not. It is Parliament's job to draw those lines.

[43] I also reject the Claimant's argument that the Contributor's contributions to the CPP were being held in trust for him or his loved ones. Again, this argument is based on a misunderstanding of the CPP and how it works.

[44] This case is about the survivor's pension.¹⁹ That pension provides some measure of help when one member of a couple dies. It is aimed at helping couples who have shared legal rights

¹⁷ The courts described the purposes of the CPP in *Granovsky v Canada (Minister of Employment and Immigration)*, 2000 SCC 28 at para 9 and *Miceli-Riggins v Canada (Attorney General)*, 2013 FCA 158 at paras 67 to 74.

¹⁸ This point is discussed in *Miceli-Riggins v Canada (Attorney General)*, 2013 FCA 158 at para 72.

¹⁹ This benefit is defined under section 44(1)(d) of the CPP.

and responsibilities and who depend on each other financially.²⁰ Its purpose is not simply to provide benefits to a contributor's loved ones.

The English definition of "common-law partner" is clear

[45] The CPP defines "common-law partner" like this:

2(1) In this Act,

[...]

common-law partner, in relation to a contributor, means a person who is cohabiting with the contributor in a conjugal relationship at the relevant time, having so cohabited with the contributor for a continuous period of at least one year. For greater certainty, in the case of a contributor's death, the **relevant time** means the time of the contributor's death; (*conjoint de fait*)

2 (1) Les définitions qui suivent s'appliquent à la présente loi.

[...]

conjoint de fait La personne qui, au moment considéré, vit avec un cotisant dans une relation conjugale depuis au moins un an. Il est entendu que, dans le cas du décès du cotisant, **moment considéré** s'entend du moment du décès.
(*common-law partner*)

[46] The words in the definition are clear. To be entitled to a survivor's pension, the Claimant had to have lived with the Contributor in a marriage-like relationship:

- a) at the time of his death; and
- b) during the whole year just before his death.

[47] This definition is very precise about the relevant time, which is the time of the contributor's death. It also states that the couple must have lived together in this way "for a continuous period of at least one year."

²⁰ The purpose of the survivor's pension was described by the Supreme Court of Canada in paragraph 47 of its decision in *Hodge v Canada (Minister of Human Resources Development)*, 2004 SCC 65.

[48] To give meaning to all these words, the relevant year must be the year just before the contributor's death. The critical question is whether the Claimant and Contributor lived together in a marriage-like relationship at the time of his death and throughout the year before his death.

[49] Importantly, the clause that begins "having so cohabited..." is joined to the one before it by a comma rather than by a conjunction, like "and". The Claimant's argument about the definition imposing a two-pronged test would be stronger if the definition referred to a person who is cohabiting with the contributor in a conjugal relationship at the relevant time **and** for a continuous period of at least one year.

[50] My interpretation is consistent with the overall scheme of the CPP, which requires that a couple live together in a marriage-like relationship for at least a year before their common-law partnership is recognized.²¹

[51] Normally, the analysis is forward-looking, beginning from when a couple starts living together. But when the relevant time relates to a person's death, it makes sense for the analysis to be backward-looking.

[52] The Claimant argues that this interpretation is absurd because it means that, whenever common-law couples separate, they have to live together for another year before the CPP recognizes their relationship.

[53] I disagree. In fact, the Supreme Court made clear in *Hodge* that couples can live apart and still meet the CPP's definition of common-law partner. Ms. Hodge and her partner, for example, maintained their common-law partnership for a year after they separated. Couples can also maintain their common-law partnership if medical or work reasons force them to live apart.²²

[54] But that is not what happened here. In this case, the General Division found that, when the couple separated in February 2016, the Claimant considered her relationship with the Contributor to be over and her actions convincingly showed that her decision was final.

²¹ For example, see section 55.1(3) of the CPP.

²² This situation is addressed under section 78.1(3) of the *Canada Pension Plan Regulations*.

[55] The Supreme Court in *Hodge* said that, when common-law couples end their relationship in this way, it is like when married couples divorce. They no longer have any shared legal rights and responsibilities.²³

[56] If a divorced couple wants to resume married life, they have to get married again. Similarly, since the Claimant and Contributor ended their common-law relationship, re-establishing it requires that they spend another year living together in a marriage-like relationship.

[57] I recognize that the CPP's definition of "common-law partner" might have been clearer if Parliament had referred to the year "immediately before the contributor's death." In fact, that kind of wording appeared in earlier versions of the CPP.²⁴ The Claimant argues that removing the word "immediately" demonstrates Parliament's intent to give "common-law partner" a broader meaning.

[58] But there can be more than one way of saying the same thing. And when choosing between equivalent expressions, Parliament is not required to choose the best one.

[59] I agree that Parliament expanded the CPP's recognition of common-law spouses over the years.²⁵ However, the relevant period has always been the one just before the contributor's death.

[60] Although Parliament removed the word "immediately" from the definition of "common-law partner", I am not persuaded that it intended to significantly broaden the definition in the way that the Claimant is arguing. And she has not provided any parliamentary debates or committee reports to support this argument.

²³ See *Hodge v Canada (Minister of Human Resources Development)*, 2004 SCC 65 at para 45.

²⁴ See paragraphs 8 and 9 of the Minister's Submissions on pages AD21-6 to 7.

²⁵ In the past, couples had to live together for seven years and be prohibited, by law, from getting married: See page AD21-6.

If the English definition is ambiguous, the French version is clear and precise

[61] Although I find the CPP’s definition of “common-law partner” in English to be clear, I recognize that others have come to a different conclusion.²⁶ However, none of those decisions considered the French version of the definition, particularly since Parliament amended it in 2000. That amendment removes any ambiguity from the definition.

[62] Properly interpreting the definition of “common-law partner” involves finding the shared meaning between the English and French versions of the CPP. If the English definition can be interpreted in different ways, while the French version is clear and precise, then the shared meaning will be in the French version.²⁷

[63] The Claimant submits that the French version of the CPP supports her arguments. She interprets the French definition as saying that a common-law partner is “a person who, at the relevant time, **is and has been** cohabiting with a contributor in a conjugal relationship with the contributor at least one year [emphasis added].”²⁸ She relies especially on the conjunction “and” in the expression “is and has been.”

[64] I disagree. The translation the Claimant is advancing is not especially true to the original. The French definition uses the verb “*vit*”, which the Claimant translates as having two elements: “is and has been”. By doing this, the Claimant has added words—including the conjunction “and”—that do not appear in the original.

[65] The Claimant’s arguments would have been stronger before the year 2000. In fact, Parliament removed the conjunction “and” from the French version of the definition at that time. Specifically, the definition had referred to “*une personne du sexe opposé qui, au moment considéré, vit avec le cotisant dans une situation assimilable à une union conjugale et a ainsi vécu avec celui-ci pendant une période continue d’au moins un an* [emphasis added].”

²⁶ That includes the Appeal Division member who decided this case in November 2019. See also *Beaudoin v Canada (Minister of National Health and Welfare)*, 1993 CanLII 2961 (FCA) and the Pension Appeals Board’s decision in *Canada (Minister of National Health and Welfare) v Decoux*, 1991 LNCPEN 2.

²⁷ The Supreme Court of Canada described this principle in *R v SAC*, 2008 SCC 47 at paras 14-15.

²⁸ See paragraph 30 of the Claimant’s submissions on page AD19-20.

[66] The French version now refers to: “*La personne qui, au moment considéré, vit avec un cotisant dans une relation conjugale depuis au moins un an* [emphasis added].”

[67] The French version of the definition is elegant in its simplicity. It captures the same idea, even after moving the word “continuous”. It refers to a person who, at the relevant time, has been living in a conjugal relationship with the contributor for at least a year.

[68] In 2000, Parliament did not make similar changes to the English definition of “common-law partner”. This tells me that Parliament only intended to make the French version of the law clearer. If Parliament had intended to change the law, it would have changed both versions of the definition.

[69] Importantly, the shared meaning is also consistent with Parliament’s intent.²⁹ As mentioned above, Parliament intended that the survivor’s pension would provide some relief to couples with shared legal rights and responsibilities and who depend on each another financially.

[70] In this case, the break in the couple’s relationship was relatively short. However, I must accept the Tribunal’s earlier findings in this case: The Claimant ended her common-law relationship with the Contributor. As a result, they no longer shared any legal rights and responsibilities. While the couple had reconciled, the Contributor unfortunately died before they had lived together long enough to re-establish their shared rights and responsibilities.

[71] Interpreting “common-law partner” in the way the Claimant argues would not advance the purpose of survivor’s pensions. Accepting the Claimant’s argument would mean that a person could qualify for a survivor’s pension if, after a 10-year break-up, the couple restarted their relationship just a month before the contributor’s death. The CPP is not seeking to protect this type of couple: They do not share legal rights and responsibilities and are not in a situation of financial interdependence.

²⁹ This is the second step when interpreting bilingual statutes: See paragraphs 16 and 26 of *R v SAC*, 2008 SCC 47.

The CPP's provisions about credit splits cannot change the meaning of "common-law partner"

[72] In the event of a death, the Claimant argues that the CPP offers two ways of protecting common-law partners and former common-law partners:

- a) common-law partners can apply for a survivor's pension; and
- b) former common-law partners can apply for a credit split.³⁰

[73] However, the Claimant may not qualify for either because she and the Contributor did not live separate and apart for more than a year or at the time of the Contributor's death.³¹

[74] As a result, the Claimant argues that my interpretation of "common-law partner" creates a gap in the CPP that Parliament would never have intended.

[75] I recognize the risk that the Claimant might not be entitled to a survivor's pension or to a credit split. However, I have found that the CPP's definition of common-law partner is clear. As a result, the ordinary meaning of the words in the definition carry considerable weight.

[76] The courts have already found that Parliament did not design the CPP to meet everyone's needs.³² When designing the CPP, Parliament had to set priorities and establish eligibility criteria. Unfortunately, the Claimant falls outside the groups that Parliament chose to protect.

[77] The facts of this case are quite unique. The gap the Claimant complains of arises only for couples who end their common-law partnership but live separate and apart for less than a year. It is also possible that Parliament never considered a case quite like this one.

[78] The Courts have warned against using the *Canadian Charter of Rights and Freedoms* to tinker with social benefits legislation just because the scheme excludes some people.³³ Similarly, I will not use the possibility that this Claimant might fall outside the CPP's reach to stretch the definition of "common-law partner" beyond its plain and ordinary meaning.

³⁰ Credit splits are described under section 55.1 of the CPP.

³¹ See the requirements under section 55.1(1)(c)(i) of the CPP.

³² See *Miceli-Riggins v Canada (Attorney General)*, 2013 FCA 158 at para 69.

³³ See *Miceli-Riggins v Canada (Attorney General)*, 2013 FCA 158.

The Claimant does not qualify for a survivor's pension

[79] I responded to the Federal Court of Appeal's decision in this case by providing a detailed interpretation of the CPP. Not every case requires this level of analysis. In the end, I agree with the definition of "common-law partner" that the General Division applied in its March 2019 decision. There is no error of law in this part of the General Division decision.

[80] For the Claimant to qualify for a survivor's pension, she had to be the Contributor's common-law partner. And to be his common-law partner, she needed to be living with the Contributor in a marriage-like relationship at the time of his death and during the whole year before his death.

[81] The Claimant does not meet this definition. She was not living with the Contributor in a marriage-like relationship from February to July 2016.

CONCLUSION

[82] This case is mainly about the CPP's definition of "common-law partner". To interpret that definition, I used the English and French versions of the CPP, along with the relevant text, context, and purpose.

[83] In the end, I concluded that the Claimant only qualifies for a survivor's pension if she lived with the Contributor in a marriage-like relationship at the time of his death and for the whole year just before his death. The Claimant does not meet this requirement.

[84] The couple's separation in February 2016 marked the end of their common-law relationship. And, even though the couple reconciled a few months later, the Contributor's unfortunate death in November 2016 meant that they did not have enough time for the law to recognize their common-law partnership once again.

[85] In the circumstances, I am dismissing the Claimant's appeal. She does not qualify for a survivor's pension.

Jude Samson
Member, Appeal Division

HEARD ON:	February 24, 2021
METHOD OF PROCEEDING:	Teleconference
APPEARANCES:	Stanley Mayes, Representative for the Appellant Tiffany Glover and Attila Hadjirezaie, Representatives for the Respondent