

## FAMILY LAW INSIGHTS

Issue: October 2025

Title: Navigating Asset Division After a Long-Term Common Law Relationship

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### Case Spotlight: Equitable Distribution After a 20-Year Common Law Union

In this issue, we examine a recent case that sheds light on the complexities of asset division following the breakdown of a long-term **common law relationship**—a situation increasingly common in today’s legal landscape.

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### Background

This case involves a couple who had lived together in a committed relationship for over **20 years**. The Common Law Wife, a mother of four, and the Common Law Husband built a life together in which:

- The Husband assumed the role of **primary breadwinner**, covering all major household and child-related expenses.
- The Wife managed the **home and children**, while also operating a small business.
- Together, they acquired **three properties**, one of which served as the **matrimonial home**.

Despite never marrying, their long-term cohabitation and mutual financial and domestic contributions raised important questions when their relationship ended: **How should the assets be divided?**

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### Settlement Agreement Overview

The parties reached a comprehensive settlement, which addressed the following key areas:

#### 1. Matrimonial Home

- The **Common Law Husband** retains a **2/3 ownership share**, while the **Common Law Wife** receives **1/3**.
- Upon sale, **net proceeds** will be divided accordingly after deducting **reasonable selling expenses**.

#### 2. Other Properties

- The **Common Law Wife** retains full ownership of the remaining two properties.
- The **Common Law Husband** has **formally waived** any present or future claims to these properties.

### 3. Personal Property

- Each party keeps their **own vehicle** and selected **household items**, avoiding disputes over personal belongings.

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### Legal Insights: What This Case Teaches Us

While laws governing married couples provide clear frameworks for property division, **common law relationships require equitable analysis**, often relying on principles like:

- **Unjust Enrichment**
- **Constructive Trusts**
- **Recognition of Non-Financial Contributions**

In this case, the final division reflects:

- The Husband's **financial input** (justifying a larger share of the matrimonial home),
- The Wife's **domestic and caregiving contributions** (supporting her entitlement to the other properties).

It's a prime example of how courts—and couples—are increasingly recognizing **non-monetary contributions** as equally valuable when resolving property claims in common law separations.

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### Key Takeaways for Common Law Partners

- **Document ownership** and contributions clearly throughout the relationship.
- Understand that **cohabitation does not grant the same rights** as marriage under many family law statutes.
- In the event of separation, consider **negotiated settlements** to avoid costly litigation.
- Seek legal advice to ensure **property rights are protected**—especially in relationships involving significant financial or domestic contributions.


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### Have Questions About Common Law Property Rights?

Our family law team is here to help you navigate your rights and obligations. Whether you're

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entering a common law relationship or facing its dissolution, understanding your legal position is crucial.

 **Contact Us Today** for a confidential consultation at Legal Advice and Services Centre, - 227-3442.

## **Your Workplace & You**

*Employment Law & Workers' Rights Update – October 2025*

### **Feature Story: Why Clear Job Descriptions Matter — A Real Case from Belize**

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## **Settlement Reached in Long-Standing Employment Dispute**

A recent employment case in Belize has shed light on the importance of proper documentation and clear roles in the workplace. After more than 15 years on the job, a long-serving employee was dismissed under contentious circumstances — but the case ended with a financial settlement in favour of the worker.

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## **The Background: Years of Service Without a Clear Role**

The complainant had worked at the same establishment for over 15 years. During this time, they had **no formal job description** and were regularly assigned various duties by their supervisors. There was no written contract clearly outlining their scope of work or expectations.

After their dismissal, the employer claimed the employee was **not entitled to severance pay or notice pay**, suggesting there was misconduct involved.

However, the employee **disputed these claims**, stating they had only ever carried out instructions given by their superiors and had not acted outside of their assigned duties.

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## **Resolution: A Settlement Reached**

Rather than pursuing a lengthy legal battle, both parties agreed to a **settlement**, which included:

- **Severance Pay**
- **Pay in Lieu of Notice**

This outcome reflects important protections provided under **Belizean labour law** — even when an employer initially denies these rights.

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## **What Does Belize Law Say?**

Under the **Labour Act of Belize**, employees are entitled to certain protections, particularly when they are **terminated without cause**:

- **Section 183 (1)(c)** of the **Labour Act** provides that an employee who has completed **five or more years** of continuous employment is entitled to **severance pay** upon termination, unless dismissed for just cause.
- **Section 37 of the Labour Act** outlines the requirement for **notice of termination**. If no notice is given, the employer must provide **pay in lieu of notice**, based on the length of service.

In this case, since the employee had **over 15 years of service**, both **severance and notice pay** were likely due unless the employer could **prove misconduct** — which they could not.

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## Key Lessons for the Public: Know Your Rights

### ✓ Workers:

- Always ask for a **written job description** and **employment contract**.
- Keep records of tasks assigned to you and any changes in duties.
- If dismissed, know that you may be entitled to **severance** and **notice pay**, especially after five years of service.

### ✓ Employers:

- Clearly outline roles and expectations in writing.
  - Document all performance concerns.
  - Be aware that termination without proper grounds or process can lead to **legal liability**.
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## Final Thought

The Belize's Laws are in place to protect workers from unfair treatment. Both employers and employees benefit when roles are clear and procedures are followed.

## Have Questions About Employment Law?

Our Employment law team is here to help you navigate your rights and obligations. Whether you are about to be employed, or you are employed or facing dismissal procedures, you can reach out to us for further information.

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