

**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim No. CV2024-00152

IN THE MATTER OF SECTIONS 7 AND 10 OF THE COHABITATIONAL  
RELATIONSHIPS ACT CHAPTER 45:55

AND

IN THE MATTER OF THE APPLICATION BY VICTOR BELMAR TO BE DEEMED TO HAVE BEEN IN  
A COHABITATIONAL RELATIONSHIP WITH LOUISE CYNTHIA NORMA BLAIR

AND

IN THE MATTER OF THE APPLICATION BY VICTOR BELMAR FOR A PROPERTY ADJUSTMENT  
ORDER

BETWEEN

**VICTOR BELMAR**

Applicant

AND

**DEBORAH O'REILLEY, NICOLE SIMMONS AND SHARON WILLIAMS THE COMMITTEE AND  
THE RECEIVERS OF LOUISE CYNTHIA NORMA BLAIR, ALSO KNOWN AS NORMA BLAIR  
AND NORMA VENUS**

Respondents

**Before the Honourable Justice R. Rahim**

Date of Delivery: June 17, 2025

**Appearances:**

Applicant: F. Scoon instructed by T.A. Headlie

Respondents: F. Hove Masaisai, B. La Foucade instructed by C. Edwards

## JUDGMENT

1. Victor Belmar (Belmar) claims to be in a cohabitational relationship with Louise Cynthia Norma Blair (Norma), who was declared a patient under the Mental Health Act Chapter 28:02 on February 15, 2023. Norma was born on October 10, 1941 and was at the date of the trial of this application about 83 years old. The Respondents, her children Deborah O'Reilly (Deborah), Nicole Simmons (Nicole) and a trusted caregiver Sharon Williams (Sharon) were appointed Committee and Receivers (the Committee) to look after her affairs and act in her stead pursuant to that order made by Justice Wilson. Belmar had not been served with that application but intervened having discovered same. He then swore to an affidavit in those proceedings to explain his relationship with Norma. The basis of the order is that Norma is not mentally fit to manage her own affairs.
  
2. By application of September 28, 2023 Belmar applied in the Family Court to be declared a cohabitant of Norma and for an adjustment order in respect of the property at 49 Maloney Street, Petit Bourg which he claims, to have shared with Norma since 2009, to which he claims to have made significant contribution. At the same time, he had cause to apply for injunctive relief to prohibit the Committee from excluding him. The Committee also made an application before this court for an injunction preventing him from interfering with their duties and responsibilities. Both interim applications came before this court and relevant orders were made by the court to preserve the position and grant equal access to both parties.
  
3. By order of January 17, 2024, this court stayed all other proceedings pending the determination of the present claim for the order of cohabitational relationship which was transferred to this court from the Family Court. It made sense so to do because the issue of whether such a relationship existed is pivotal to the resolution of all of the other matters. This is, therefore, that decision. In the premises there was cross-examination on the affidavits filed.

## Preliminary point

4. The Committee submits that the applications before the court is an abuse of its process for several reasons namely:
  - a. Belmar was given the opportunity to be heard before Wilson J. on the Mental Health application as an interested party and therefore, this application to be declared a cohabitee is a collateral attack on the order of that court. The basis of this according to the submission is that the same facts were raised here as were raised there.
  - b. The present application makes “a nonsense” of the Cohabitation and Relationships Act (the Act) as the patient unfortunately is mentally ill and has been declared a patient pursuant to section 41 of the Mental Health Act.
  - c. The Act does not provide for a claim establishing cohabitation rights against a committee appointed under the Mental Health Act where the patient is not a party.
  
5. In so submitting, the Respondent has relied on the well-known authorities on abuse of process which the court accepts as the law on this issue is settled<sup>1</sup>. The court will treat with point (c) firstly. In that regard, the order of Wilson J. authorized the Committee to take and defend such legal proceedings and to execute such documents on behalf of the Patient as may become necessary. The power is expressly given to take or put another way begin all proceedings on behalf of the patient. That power, of course, includes the power to expressly defend all claims on her behalf. The Act, therefore, does not have to provide for a claim for a cohabitation order can be made against a Committee appointed under the Mental Health Act. It is abundantly clear that the only legal basis upon which

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<sup>1</sup> *Henderson v Henderson* [1843] 3 Hare 100, *Hunter v Chief Constable of the West Midlands Police* [1982] AC 529, *Devendranath Hurnam v Kailashiq Bholah & Ors* [2010] UKPC 12, *Johnson V Gore Wood and Co* [2002] 2 AC 1

the Committee stands is that of the order which gives them power to act for the patient in all proceedings. The naming of the patient as a party is, therefore, wholly unnecessary as the body who can lawfully defend claims against her has been rightly named. It would serve no useful purpose to name the patient who is not mentally capable of running her affairs in the case where the High Court has appointed a Committee to look after her affairs. Even if she was named, it is the Committee who would have to make all of the arrangements in the matter in any event. The point is, therefore, a pedestrian and unnecessary one. On the other hand, the Committee has always been aware of the issues raised by Belmar since the mental health proceedings were in train so that it is somewhat disingenuous on its part to raise this issue. The point is dismissed.

6. In relation to issue (b) above, the point hold absolutely no merit in the view of the court. The argument if taken to its logical limit should, therefore, also apply to a child who applies for a paternity order in relation to a deceased father. The gravamen or fulcrum of the application lies not with an intention to culture a relationship with the deceased in most instances but it lies within the assertion of a right to benefit from the estate of the deceased as a child of the deceased. That really is no different in principle from the case before this court. Norma no longer lives at the home and resides in Canada with her children, added to which she appears to be mentally incapable of running her affairs. But Belmar has claimed that he has an interest in the house which he secured through his relationship with Norma over the years and so the application to be declared a cohabitant is in keeping with this assertion. The court will therefore also dismiss this point.
7. In the respectful view of the court, the first preliminary point must share the same fate as the others. The essence and remit of the court determining the Mental health application is that of deciding whether the patient is suffering from such a disease that she is in incapable of managing her affairs. In so doing, it will also have to determine whether the applicant is a fit and proper person to be appointed Committee. The intervention of a third party on the basis that he has an interest in such a scenario cannot

lead to an order that the third party is a cohabitee or is entitled to a share in the property. The remit of the court under the provisions of the Mental Health Act is a specific one although the powers of the court are very wide. To make such a finding, in any event, would require cross-examination of the parties and submissions on the point which was not the process in that matter and properly so.

8. The history of those proceedings requires summary examination. The claim for the appointment of a Committee was originally made by Deborah and Nicole and subsequently amended to include Sharon as the daughters were concerned that there ought to be someone resident locally who could be trusted to assist. They, therefore, amended to include Sharon who was a trusted caregiver. Sharon filed an affidavit on July 31, 2023 (after the Committee order was made by Wilson J.) in which she spoke of problems on the part of Belmar. In fact, Belmar's existence and an alleged statement by Norma that her Mister (Belmar) used to take care of her, when told of the application by her children, was contained in the Field Investigator's Report, issued prior to the order of Wilson J. but there was no service on Belmar of the proceedings up to the date the order was made and so Wilson J. ordered Belmar to file affidavits post facto the issuance of the order. That order for Belmar to respond was first made on March 31, 2023 and time was extended by Order made August 8, 2023 to August 14, 2023. Belmar responded to all of the allegations by affidavit of August 14, 2023 in which he set out answers in full and referred to Norma as his common law wife having explained the circumstances. A supplemental Field Investigator's report was issued.
9. By this time, the relationship between Belmar and the children of Norma appeared to have deteriorated to the extent that the intervention of the court was necessary and Wilson J. made several orders including but not limited to the filing of quarterly reports by the Committee. There is no record that Belmar asked to be joined on the application. His participation appeared to be limited to answering the several allegations made in

relation to issues raised by the Committee of his possession of the premises and cutting off electricity and the water heater and matters of the like.

10. The nature of the proceedings and the actual proceedings, therefore, never involved a factual issue of whether Belmar was a cohabitant. The last order made by Wilson J. set out that he was to provide a key to the locks that he had installed to Ms. Sharon Williams by 4:00 pm on September 14, 2023, she being the one with the responsibility for the Patient and being entitled to visit the property of the Patient. And he was ordered not to install any further locks or take any steps to prevent anyone from entering the property because according to the court he had not established the rights to exclude anyone from the property.
11. This was very different from an attempt to prove that he was a cohabitant or that he had an interest in the property. In any event, an interest in the property is not a basis in law to exclude anyone else with an interest including the patient by way of exclusion of her Committee.
12. The issues raised, therefore, in this claim for the relief sought in this claim could not have been sought in the Mental Health application for an order accordingly and so does not appear to have been sought. The finding of Wilson J. is not a finding of cohabitation or put another way of non-cohabitation. These are not matters that could have been raised at the hearing by Belmar who was then an interested party with a view to securing an order of cohabitational relationship and the court so finds. This must be the reason that Belmar's application before the Family court was made some 15 days after the last order of Wilson J.

## The Law on Cohabitation orders

13. The starting point is, of course, whether a cohabitational relationship existed between Belmar and Norma. Section 2 of **The Cohabital Relationships Act** Chapter 45:55 reads:

*“cohabitant” means —*

*(a) in relation to a man, a woman who is living or has lived with a man as his wife in a cohabitational relationship; and*

*(b) in relation to a woman, a man who is living with or has lived with a woman as her husband in a cohabitational relationship;*

*“cohabitational relationship” means the relationship between cohabitants, who not being married to each other are living or have lived together as husband and wife on a bona fide domestic basis;*

Section **3(2)** reads:

*(2) The Court shall not make an order under this Act unless it is satisfied that—*

*(a) the parties to the application are or either of them is domiciled in Trinidad and Tobago; and*

*(b) both parties lived together in Trinidad and Tobago for at least one-third the duration of their cohabitational relationship.*

Section **4(1)** reads:

*(1) The High Court shall have jurisdiction to make any order or grant any relief under this Act, including—*

*(a) in relation to property, an order declaring a title or right, or adjusting an interest; or*

*(b) an order for—*

*(i) the periodical payment to a cohabitant of such sums of money and such term as may be specified; or*

*(ii) the payment to a cohabitant of such lump sum as may be specified.*

14. Section **6** of the Act provides for application to the High Court for a Property Adjustment order.

15. Section **7** of Act states that the Court can grant relief in the following circumstances:

*7. The court shall not make an order under section 6 unless it is satisfied that—*

*(a) the applicant lived in a cohabitational relationship with the respondent for a period of not less than five years; or*

*(b) the applicant has a child arising out of the cohabitational relationship; or*

*(c) the applicant has made substantial contributions of the kind referred to in section 10, and that failure to make the order would result in grave injustice to the applicant.*

16. Section **10** reads:

*10. (1) On an application for an adjustment order, the High Court may make any such order as is just and equitable, having regard to—*

*(a) the financial contributions made directly or indirectly by or on behalf of the cohabitants to the acquisition or improvement of the property and the financial resources of the partners; and*

*(b) any other contributions, including any contribution made in the capacity of homemaker or parent, made by either of the cohabitants to the welfare of the family constituted by them;*

*(c) the right, title, interest or claim of a legal spouse in the property.*

*(2) The court may make an order under subsection (1) as to the title or rights of a cohabitant in respect of the property of either or both cohabitants.*

*(3) An adjustment order made under this Part is binding on the parties to the proceedings, but not on any other person.*

17. In *Delzine v Stowe*<sup>2</sup> at pp. 5-6 Mendonça J., as he then was, made the following observations about the Court's approach to determining whether or not a cohabitational relationship exists:

*"Under the Act as I mentioned, a cohabitational relationship is defined as a relationship between a man and a woman who are not married to each other but nevertheless who are living or have lived together as husband and wife on a bona fide domestic basis. The fact of the matter is that there is no criteria spelt out in the Act to determine what is living together as husband and wife on a bona fide domestic basis.*

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<sup>2</sup> TT 2002 HC 111

*The Act has some similarity to the Property (Relationships) Act, 1984 of New South Wales. In that act under section 4(2) it is provided as follows:*

*In determining whether two persons are in a de facto relationship, all the circumstances of the relationship are to be taken into account, including such of the following matters as may be relevant in a particular case:*

- (a) the duration of the relationship,*
- (b) the nature and extent of common residence,*
- (c) whether or not a sexual relationship exists,*
- (d) the degree of financial dependence or interdependence, and any arrangements for financial support, between the parties,*
- (e) the ownership, use and acquisition of property,*
- (f) the degree of mutual commitment to a shared life,*
- (g) the care and support of children,*
- (h) the performance of household duties,*
- (i) the reputation and public aspects of the relationship.*

*Section 4(3) of that Act provides that no finding in respect of any of the matters mentioned at (a) to (i) or in respect of any combination of them is to be regarded as necessary for the existence of a de facto relationship and a court in determining whether such a relationship exists is entitled to have regard to such matters, and to such attach weight to any matter, as may seem appropriate to the Court in the circumstances of the case.*

*There is no such or similar provision in the Act. No doubt in considering the question whether a cohabitational relationship exists the court will bring its own practical knowledge and experiences to bear but I think the approach in section*

*4(3) of the New South Wales Act against the circumstances of the relationship including the factors identified in section 4(2) are of practical utility in determining whether a cohabitational relationship exists.”*

## **The evidence on the part of Belmar**

### **Victor Belmar**

18. Belmar relies on his affidavits filed September 28, 2023, October 5, 2023 and February 16, 2024. He called two witnesses Carmellia Lockhart and Jo-Ann Castro. The evidence of Belmar is that he was born on September 8, 1956 and is a builder by profession. At the time he met Norma he was on a construction job working for one Lorna Dottin at 63 Maloney Street, Petit Bourg. From his information Norma had grown up with Dottin, a senior nurse having gone to live with her since she was 14 years old. At the time he met Norma he was replacing a roof on Ms. Dottin’s house and Norma (who by then had migrated to Canada) had returned to visit. Norma owned premises at 49 Maloney Street and had rented it out, so at the time he met her she was staying by Dottin having just returned from Canada for a visit. By this time, Norma had constructed the upstairs of her house and Trevor, Dottin’s son-in-law was constructing the downstairs. Norma having been introduced to him asked him to wacker her yard. He was also asked to complete the painting of the house which he did. Norma returned to Canada. He has not provided the year that they first met but it appears to be prior to 2007, according to him as Norma next returned in 2007.
  
19. By the time she returned in 2007, the tenant who had been residing upstairs had moved downstairs. According to him, by that time they “already had the hots for each other”. Belmar deposed that he helped Norma move into the upstairs apartment and has been living with her since that day. Norma was required to travel to Canada for sometimes up to six months at a time but according to him, she never spent six consecutive months in Canada. It was his evidence that the two daughters of Norma seldom visited and Deborah

only did so on two occasions between 2007 and 2022. When Norma travelled to Canada he remained in the premises as he had been given keys by Norma.

20. The first time he met Deborah was when she visited in 2012. However, he had spoken to her on numerous occasions between 2007 and 2012. He knew her children by speaking to them when Deborah would call Norma at home or when he or Norma contacted them. When Deborah visited in 2012, he did not sleep at the house because there was no room. Deborah and her husband slept in the master bedroom where he and Norma normally slept, two of Deborah's children Latisha and Sean slept in the back bedroom and two others, Deandre and Ian slept on an air mattress in the other room of the three bedroom house. Norma slept on the couch in the drawing room and he went to stay with his son at Leon Street Laventille.

21. He and Norma rented a seven seater sleeper van to take the family around on that visit. At their own expense, he and Norma took them to Carenage, Las Cuevas, Cedros, Icacos, Mayaro, Toco and other places with the van.

22. He testified that he worked many building jobs and called the names of persons for whom he worked. Any money earned was spent on Norma and him and the upkeep of the house. He and Norma would pool money and spend on their collective needs. Norma's income was from the tenant downstairs. They took care of each other. Most of his income now comes from selling ornamental plants. He conducts a horticultural business at the premises. He gave evidence that he and Norma shared a space filled with love. Norma would wash dishes, sweep, cook and perform other duties. His evidence was that "sometimes she wants to do things around the house. Sometimes she wants to serve me. And other times she relishes my serving her". He would do maintenance and renovations to the property to ensure Norma was comfortable. He did plumbing on the premises and installed a new water system by digging the trench and directing the plumber in the best way to organize the new system.

23. He spent every night and day with Norma except when she was in Canada. When in Canada they would call each other and often doze off to sleep while speaking. After lunch everyday, Norma brought him to bed, lay her head in his arms and snuggled up to him. He would give her medicine but he could not give the names as he cannot read. Norma is the one who explained the dosage to him. That medicine was sent by her daughter Nicole from Canada. Until the Committee was appointed he would do all the laundry and take out the garbage. According to him, they lived like husband and wife.
24. Things began to fall apart during a visit by Deborah who told him that Norma had to visit a lawyer because persons were taking advantage of Norma and she would be taking her to the lawyer on Friday. Norma asked for his advice and he told her his opinion (which he did not disclose to the court). As a consequence, though Norma refused to visit the lawyer. Deborah called the lawyer in his presence and told that person that he Belmar had Norma under house arrest and would not let her leave. At that point according to him, he “relented and advised Norma that she should go”. He testified that up till then, there had been no issue with Norma’s mental capacity.
25. On September 15, 2022 Norma revoked a Power of Attorney that she had done in August 2022 appointing Deborah and her sister Nicole to look after her affairs. According to Belmar, it was when this document was revoked that the daughters took it upon themselves to have a mental evaluation of Norma done and this led to the Mental Health application. It appears from the evidence of Deborah, which is dealt with later on that the lawyer spoken of above was Ms. Hinds, and the visit was for the purpose of preparation of the said Power of Attorney. It is also of interest that the deed that revoked the Power of Attorney was prepared by the present Attorney-at-Law for Belmar.
26. Things went downhill from there. Belmar and Norma were visited by police officers who told them that the daughters had reported not hearing from Norma hence they visited to investigate the report. According to Belmar, a check of the phone of Norma revealed a

problem with WhatsApp. The inference being that the daughters had appeared to use WhatsApp and not the regular phone to contact her.

27. At some point, he has not said, Norma was removed by her children. It was his evidence that he received a letter of September 13, 2023 from Deborah saying that the Committee decided to renovate the house and that he was to vacate by September 27, 2023.

28. On October 5, 2023 at about 9:45 a.m. he was excluded from the home by a Baliff accompanied by police officers. He claimed to have been paying the utility bills but he handed same over to Deborah since she became Committee, as demanded by Deborah. He kept some electricity bills which he admitted into evidence. The bill is dated November 22, 2023 and carries Norma's name and address. There is a receipt for payment dated December 5, 2023 but the receipt does not give particulars of the person who paid.

29. Through the intervention of the court by application of a suitable order made on an interim application, his occupation was restored (subject to conditions including the provision of keys to the Committee) pending the determination of this application.

#### Cross-examination

30. He accepted that he has three children but none of them gave evidence to support his case. In fact, he testified that they do not speak with him and that they "do not like court business". He accepted that he is about 15 years younger than Norma who was born in 1941. He admitted that he was hired by Norma as a handyman and paid in cash. He admitted to Attorney that there was a break in at the home in 2018 and that he has been residing there ever since. This was in direct answer to the question that was phrased by the Attorney. When given the opportunity to explain he stated that he had been living there since 2012.

31. He testified that his daughter Vicky rented the downstairs of the premises in the year 2022. He accepted that none of the tenants were called to give evidence on his part. He accepted that Norma was diagnosed with mild cognitive disorder in 2015, but stated that he did not agree with that diagnosis. He also accepted that the diagnosis subsequently evolved to Alzheimer's disease and dementia.
32. He accepted that he has not spoken in his affidavits about efforts to contact Norma since she left Trinidad in September 2023. He testified, however, that he tried to call her many times but was not allowed to speak with her. He also testified that he speaks to her through her friends but did not provide particulars. He accepted having never gone on holidays with Norma as they could not afford it. He accepted that he gave no evidence of ever having celebrated her birthday, attached no letter or birthday card to her and neither a single photograph of them both. According to him, "they took all the pictures" in obvious reference to the Committee. He admitted that he never gave any such explanation in his affidavits. He attempted to say that they also took his phone but when asked by the court, he stated he destroyed phones every time.
33. Belmar agreed that Norma purchased the property and he made no financial contribution to the purchase. He admitted to not paying a rent to stay in the premises at the date of trial but stated that he paid the light and water bill. He testified that he in fact had no keys to the front door and back door. That when he was put out, the Committee changed the locks on both doors. He, therefore, cannot get back into the house if he locks the doors upon exit. His only recourse, therefore, was to lock the external burglar proofing at the front with a padlock provided by a tenant. So that he does in fact have keys to that padlock. He also admitted that he did not provide a copy of that key to the Committee despite the interim order of the court.
34. During cross-examination he testified that he was the one who found the caregiver for Norma named Sharon, as he met her while selling plants but he never paid her. He

admitted that it was Norma's daughters who paid her. He also admitted that he never took Norma to the doctor. He took objection to the use of the word handyman to describe his occupation despite the fact that he is the one who used it in his affidavit. He testified that he was a carpenter.

35. He admitted that Norma would lock her house and leave it unoccupied when she travelled to Canada. He admitted that Norma would spend six months (referred to in court as the winter months) in Trinidad and six months in Canada. He admitted that he attached no documents to show that he used the address as his postal address as testified, although he claimed to have so used it for over 15 years living with Norma. When it was put to him that nowhere in his affidavit did he give any evidence of the financial affairs of Norma, he testified that he used to collect the money sent by her daughter for her but admitted that this was also not stated in his affidavit. He also testified that he cannot read so he kept away from her business, that in any event it was small business such as pension. This is why he did not know the name of her health insurance provider.

#### **Jo-Ann Castro**

36. Castro lives at 65 Maloney Street with her husband four houses away from the subject property and has lived there for about 32 years. Belmar and Norma are her friends according to her evidence and Belmar has lived at the home for about 16 years. Castro lives next to the Dottins and she would see Norma staying at their place every time she returned from Canada. When Norma was building her house, Belmar was renovating her (Castro's) house which included putting on the roof. Her husband also worked with Belmar on the renovations. Norma and Belmar met and Belmar began to work on Norma's house as well. At some point, Belmar and Norma got together as a couple (although she did not know when) and Norma began to leave the keys to her home with Belmar when she travelled to Canada. She later started to insist that he stay inside the house when she was in Canada. Norma at some point started to identify Belmar as her mister and he referred to Norma as his lady.

37. It was her evidence that her family and Norma's family are close as Norma is like her big sister. They have spent many holidays in Mayaro and Toco jointly renting beach houses. They have been on boat rides together, celebrated birthdays, shared activities for Christmas, New Years, Carnival, Easter and other holidays. They have visited each other's home many times. They used to attend church together and take walks in the Aranguéz savannah and when Belmar started living with her he would sometimes walk with her. At the time of providing her affidavit in October 2023, she was unaware that Norma was in Canada. She would usually know when she was travelling and Norma did not want to return to Canada because of the coldness.

38. Belmar did a lot of work on the house. He redid the windows. Norma would not have to spend money for his labour as Belmar would do it and sometimes pay others for the labour. He stayed in the house when she left. He paved the yard, finished the apartment downstairs, substantially redid the upstairs front porch and painted on several occasions including the outer walls which were frequently dirtied by the patrons of the bar opposite. He lit up the trees at Christmas. He began to sell plants from the residence after Covid and from his van. She never met Norma's children as they never visited often. She knew of the 2012 visit as Belmar had mentioned he was busy taking them around.

#### Cross-examination

39. Castro all but admitted that she got the number of the house owned by Norma incorrect. However, she did not know "for sure" the number of the house. She is 22 years older than Norma. She also agreed that she produced no documents or attachments to her affidavit and particularly no pictures. She admitted that she did not know the siblings of Norma but Norma mentioned a sister in Florida with whom she was not close. She admitted not having said this in her affidavit. She admitted not saying whether Norma had grandchildren although she had been her friend for 20 years, Norma was like her big sister and they shared a close relationship.

40. She was unaware that Norma was diagnosed with Alzheimer's in 2015, but knew she was forgetting. She was unaware that a Committee was appointed and testified that she was "finding out that now" despite the intituling on her affidavit that set out same.
41. In relation to her assertion that Belmar paved the yard, finished the apartment and substantially finished the upstairs porch she testifies that she saw these things with her own two eyes.
42. She knows Lillian Lewis to be a good friend of Belmar. She agreed that the State never interviewed her (Castro) for the Field Investigator's Report, despite the fact that she was a good friend of Norma.

**Cornelia Lockheart**

43. Lockheart (incorrectly referred to in her affidavit as Carmellia) was 68 years old in 2023 when she gave her witness statement and had lived two houses away from the subject property for 63 years. She has known Norma for over 20 years. She recalled when Norma built the house and Belmar being around when the downstairs was being built. She has seen him living in Norma's house for over 10 years. Norma described Belmar as her man and Belmar described her as his wife. She visited Norma some days before she left for Canada. Norma told her she did not want to go but she needed to get some medicals done. She has spoken to her about two or three times since she has been in Canada. They called each other and spoke normally. Norma told her she was doing some medicals and had more to do. Norma asked for Belmar during the calls. Lockheart spoke to her on October 10, 2023 (some 20 days prior to swearing her affidavit) to wish her birthday greetings.

## Cross-examination

44. She agreed that she provided no pictures or other documents. She said it was a blatant untruth that she and Norma was not close friends. She was unaware that an application had been made in court to have a Committee appointed. She testified that Norma was not suffering from Alzheimer's in 2015. She admitted giving no evidence of intimacy between Belmar and Norma and stated that she only said that they were living together as man and wife. She admitted not having given evidence of seeing them being affectionate with each other by hugging or kissing as she did not know she had to say those things.
45. While she could not give details of their financial relationship, she testified that at some point when Norma was away, Belmar would bring money for her (Lockheart) to pay bills. She admitted not giving evidence of the personal life of Norma such the particulars of her children, grandchildren or siblings.

## **Evidence on the part of the Committee**

### **Deborah O'Reilly**

46. Deborah is a Registered Nurse in the USA and the elder of two daughters of Norma, the other being Nicole who is also a Registered Nurse residing in Canada. Norma was born in 1941 in Grenada and migrated to Trinidad in the early 1960s. She worked as a housekeeper for the Dottins and migrated to Canada in 1967 to work as a domestic worker. She then became a hairdresser. She then moved on to housekeeping at the hospital. She retired in 2006 as a Housekeeper in a Hospital in Canada where she became a citizen. She returned to Trinidad and built her house but continued to live in Canada exclusively until 2012, when she decided to return to Trinidad to live because of the cold Canadian weather. She, therefore, lived both in Trinidad and Canada for six-month periods. Her airline tickets record was helpfully set out in the evidence of Deborah and the court has considered it carefully. Assuming that the ticket record is reflective of the

periods she spent in Trinidad, the record shows that Norma stayed in Trinidad during the following periods:

May 27, 2012 to September 28, 2012.

December 12, 2012 to April 19, 2013.

June 28, 2013 to September 27, 2013.

December 6, 2013 to April 14, 2013.

December 3, 2014 to April 10, 2015.

January 13, 2016 to April 22, 2016.

August 23, 2016 to October 14, 2016.

October 25, 2017 to April 23, 2018.

October 29, 2018 to April 32, 2019.

October 28, 2019 to April 23, 2020.

47. In respect of the last travel period, it was the evidence of Belmar that Norma had been stuck in Trinidad when the pandemic began and the borders were closed. This appears to be borne out by her travel itineraries above as the borders were closed in Trinidad in March 2020. The evidence of Deborah at paragraph 5 of her affidavit, however, appears to be incorrect. In that regard, it is her evidence that in December 2019, the Covid Pandemic commenced while Norma was in Canada and when the borders were closed in Trinidad on March 22, 2020 she was unable to return to Trinidad. The evidence above shows that Norma would have travelled to Trinidad since October 2019 long before the border closures in Trinidad and Canada the latter closing its borders on March 18, 2020.

48. Deborah produced a travel itinerary for travel from Toronto to Port of Spain for February 17, 2021. However, as a matter of public record, the borders were not reopened for entry

into Trinidad until July 17, 2021. The weight of the evidence, therefore, appears to indicate that Norma was in fact stuck in Trinidad during the pandemic and not in Toronto. No records for pre-2012 visits have been produced.

49. In 2008, on a visit to Trinidad while staying at the Dottins, Norma said she was looking for a handyman to tend to the yard and was introduced to Belmar by Lorna Dottin. Deborah speculated that her mother would not get involved with hired help or entertain a relationship with someone 15 years younger than she. Deborah says she witnessed the employer/employee relationship first hand in 2012, when she visited. Norma hired Belmar to drive her family around during their stay. She paid him for his services directly when he dropped them off at the airport. It is untrue that Belmar was living with Norma since 2007, as there was no sign of this. When they visited in 2012, Belmar was living in Laventille and he would leave for his home after he finished his duties with them every night.

50. She accused Belmar of telling untruths. According to her, she did not visit her mother only two times but in fact visited three times, one being when she stopped off for a day while on a cruise ship. The Dottins picked she and her friends up and took them to the beach. It was also her evidence that her mother would also visit her at her home in Atlanta and later in Sacramento, California, from stop over during her six-month period in Canada before returning to Trinidad.

51. Deborah gave evidence at paragraph 14 of her affidavit filed February 5, 2024 that is worth repeating:

*My mother never lived in a cohabitational relationship with the applicant. The Claimant never lived with my mother for 16 years, this is a lie and fabrication intended to deceive the court. My mother after her retirement in 2006 has continued living exclusively as a Canadian citizen until 2012. Her travel records*

*provide evidence that it is simply false and a fabrication by the applicant that he had been living with my mother since 2007.*

It is clear, however, that the travel records produced by Deborah begins in 2012 and not before, so that she has produced no evidence to support this statement contrary to the assertion that she makes in that paragraph.

52. Deborah denied that Belmar spoke with her children on the phone except with her adult daughter but not in a social context. At no time during her 2012 visit did her mother sleep on the couch because she slept in a bed with Deborah's daughter. Deborah and her family slept on the floor. Belmar was not living there and none of his belongings were present. He was paid between \$200.00 and \$300.00 USD for his driving services during that visit. She is of the view that Belmar has taken advantage of Norma's vulnerability by befriending her as a handyman and then a caretaker of the property while she was in Canada.

53. Deborah produced some medical reports which she testified showed cognitive decline since 2015. Some of the medical reports are not dated but they were signed either in June or September 2019 and also in 2020, as is shown on the last page of each record. There are other medicals and prescriptions of later dates from 2016 to 2021, but no specific medical from 2015 that shows cognitive decline although there appear to be medical card from 2015 that are blank. What is certain is that by around 2018 at the latest, there may have been mild cognitive decline and by 2022 major cognitive decline as per the medical report of Psychiatrist Dr. Indar Ramtahal dated October 11, 2022. The first medical report attached specifies that Norma although suffering from mild cognitive changes was functionally independent. This medical lists Norma's age several times as 77 years old but the medical is undated. Her birth date is October 10, 1941 so that she would have turned 77 years on October 10, 2018. There is, therefore, no medical report from 2015, 2016 or 2017, which shows any cognitive decline or memory loss.

54. Attached to Deborah's affidavits in bulk form are many medical documents including handwritten notes and test results. None of these demonstrate to the court what she has consistently alleges in relation to cognitive decline since 2015. Additionally, the duty of the litigant is not simply to throw all of the medical history at the court but to specifically assist by pointing out the relevant documents that lead to the conclusions stated. In this case, Deborah stated that the diagnosis was made by one Dr. Fan but failed to point to the document allegedly issued by Dr. Fan in 2015 or about 2015. The court could find no such document either by Dr. Fan or any other such doctor.
55. In 2022, Deborah visited the home and observed that Norma was not walking properly and was ambulating with the assistance of a walker, that her tone was not her usual happy self, she was not interactive as before and her memory was failing her. She became very concerned about Norma's health. As a trained health care professional, she observed that there was a deterioration of her memory loss. Sharon was hired as a caregiver and Deborah left Trinidad on July 29, 2022. Norma deteriorated thereafter and a physiotherapist was retained. Thereafter, Dr. Ramtahal was consulted because of continued memory loss.
56. At a prior visit in 2021, both daughters agreed that Norma should visit her lawyer Mrs. Hinds to put her affairs in order, having regard to her health concerns. Deborah informed and advised Norma and she agreed. Deborah denied speaking with Mrs. Hinds on the telephone in the presence of Belmar and denied telling her that Norma was under house arrest. It is her evidence that Belmar became so angry that he began shouting aloud to Norma that she should not go to a lawyer.
57. Deborah admitted that Nicole stopped sending money to Norma and reasoned that it was because Belmar would use the money for himself without accounting for it.

58. On February 2, 2024, G & S Private Investigations & Security Services Ltd entered the property accompanied by police officers and removed Belmar from the property. Deborah stated that they were armed with a Court Order. The bailiffs allowed Belmar to take all of his personal items with him, which consisted of one small bag of items. He declined to take anything else, leaving the Committee no other choice but to put his abandoned belongings on the street, which was only a plethora of plants he had brought onto the property without the consent or permission of the Committee. Belmar left the property on foot as the police officers present only allowed him to move his vehicle to the street because he did not have any insurance for his vehicle. However, he had so many plants in the yard, all of them could not be removed.

59. The action was taken because as of Monday 15<sup>th</sup>, January 2024, the Committee was locked out of the Norma's property by Belmar. The Committee's caregiver/employer for the property, Ms. Caron Adams tried to enter the property accompanied by Mr. Richard Barbour, an electrician who had installed security cameras on the property in December of the year 2023. When Ms. Adams and Mr. Barbour arrived at the property, they were met with a locked premises as Belmar had placed a new padlock on the door thereby denying the caregiver and Committee member Ms. Sharon Williams access to the property.

60. Deborah responded directly to the evidence of both Castro and Lockheart. Her mother never told her about Castro and neither was Castro interviewed for the Filed Investigator's report during the Mental Health proceedings. She made the point that even if Norma gave keys for Belmar to stay in the house this could not be before 2012 and had to be after the break in 2018. Essentially her evidence was they do not know Castro and have no reason to believe her. Deborah accused Castro of lying as she was never introduced to her on any of her visits or calls and neither were her children. She met several of Norma's neighbours and closest friends but Castro was not one.

61. In relation to Lockheart, Deborah testified that she was never introduced as a friend by Norma. Lockheart's sister Yolanda is, however, her (Deborah's) godmother. Norma would give money to Lockheart to do errands for her, purchase things she needed and pay her bills. Belmar stopped this when he moved into the house in 2018 and caused his daughter who eventually became a tenant Vicky, to pay the bills instead.

62. Deborah attached a text conversation with Vicky from October 2, 2022 which read as follows:

*Deborah O'Reilly: One more thing do you happen to remember the approximate year that your Dad moved into my mom's house?*

*Vicky Belmar: I'm not sure I only knew where your mom lived in 2020 when the tenant before me was moving in. I often heard my aunt tell him every time Norma leaves she puts him out. The last trip she made was the only time she allowed him to stay there when she wasn't in the country.*

*Deborah O'Reilly: Ok no worries. I think I have found my answer from one of mom's long time friends. Victor has mail going to 6 Laventille Road, San Juan....Is that his sister's house?*

*Vicky Belmar: Yes"*

63. Deborah also testified that her mother never referred to Belmar as her man. She put the entire Field Investigator's report into evidence. This, however, shows that Norma referred to Belmar as her "Mister".

64. Deborah testified that Wills were prepared by Norma in 1999 and 2014 and Belmar is nowhere to be found in the 2014 Will. Further, she produced a letter of September 5, 2021 which purported to inform one of the tenants of Norma that she is required to surrender the premises upon expiration of the tenancy. That letter is signed by Vicky

Belmar as “Landlady”. There is also a series of WhatsApp conversations between Deborah and Vicky including interaction when Deborah and her family visited Trinidad in 2022. The general tenor shows that Vicky and her husband were living in the house and Vicky seemed to be the one taking the lead on taking Norma to the doctor and generally seeing to her day to day operations. Vicky was also asked for recommendations for beach visits and transport to the airport and matters of the like. The general tenor of the conversation was cordial and there appeared to be a good relationship between Vicky and Deborah. At one point, Vicky indicated that she felt bad that Deborah was of the view that they were taking advantage of her mon and she and her husband were trying to find a place to move by December of 2022.

65. The text messages continued after Deborah and her family returned to the USA. At one point, Deborah asked Vicky to remind her father Belmar that he needed to start looking for a place to live. It was also clear that Sharon had been brought in to care for Norma and she was to take over the bills and collection of the rent. Vicky confirmed that she told Belmar that he has to find a place to go and Belmar asked if a date had been given by which he should do so. It also appears that Deborah was expressing repeated concerns that money sent was not reaching her mother and cupboards in the house appeared bare. At one point, it seems Belmar attempted to terminate the services of the caregiver Sharon and this was stopped by Deborah. The relationship never improved from that time and things got worse with Belmar refusing to leave the premises despite repeated requests. It was in these circumstances that his daughter Vicky left.

#### Cross-examination

66. Deborah admitted being in Trinidad four times during her adult life in 2002, ten years later in 2012, ten years later in 2022 and then in 2024. Nicole has never been to Trinidad in her adult life. She was not present when the house was being built. The upstairs of the house was built in 1997 and the first tenant moved in. The downstairs was completed in 2007. She was not present in 2007. She said that Belmar had only moved in, in 2019 but

had his belongings in a separate bedroom. When questioned further, she admitted that he was staying in the house in 2015 and would have to leave every time Norma left to return to Canada. She admitted that she could not say whether Belmar slept in the house in 2013 after she and her family left in 2012. However, it appears on the evidence that she admitted that she knew he was there in 2013 but not from her personal knowledge acquired by seeing him herself and she then recanted. The exchange went as follows:

*Q. But you do not know for a fact that whether she -- Mr. Belmar was sleeping at the house in 2013 after you left?*

*A. I was not there to see that after I left.*

*Q. Okay. So, you do not know?*

***A. I know but I haven't seen it. You're asking me if I know. Yes, I do know, but I didn't see it with my eyes, Mr. Scoon.***

*Q. You are admitting that they were sleeping in the same place from 2013 onwards?*

*A. No, that's not what I'm admitting.*

*Q. What are you admitting? You just said*

*A. Mr. Belmar*

*Q. -- that they were sleeping -- he was sleeping at the house in 2013.*

*A. I did not say that. That's what you said.*

*Q. You said you do not -- you didn't see it but you knew that they were*

*A. I said I didn't see.*

*Q. Good. But you know; you said that you know.*

67. Deborah testified that during her ten day visit in 2022, she observed no relationship or intimacy between Norma and Belmar. According to her, the evidence of what she saw at the time suggested there was none. By this time, Norma's Alzheimer's was advanced. She admitted having taken Norma to the lawyer to do the Power of Attorney while she was suffering from an advanced stage of Alzheimer's in 2022.

### **Phaon O' Reilly**

68. Phaon is the husband of Deborah. He recounted the visit in 2012 and testified that upon arrival at the airport they were met by "the driver", Belmar as arranged by Norma. He and his family stayed in the three bedrooms of the upstairs and it was obvious to him that Norma lived alone. There were no items belonging to a male in the house. The house also needed maintenance and a lot of renovations so he offered to paint it. He stayed at the house and painted on the day Belmar took his family to the beach. When they returned Belmar left for the night as he always did. Belmar never spent nights at the home while they were there. Belmar drove them to the airport upon their departure in a rented 7-seater for which his wife paid and she also paid Belmar.

### **Cross-examination**

69. The only times Phaon came to Trinidad was in 2012 and in 2022. When he returned in 2022 Belmar was staying at the house. He bought the paint himself at a shop but could not recall the name of the shop. He then recalled it was Selection Plumbing and Hardware. He then admitted that he could be wrong but that's the name of the hardware that stands there now. On the few days they journeyed out to explore Trinidad he was with them except for the beach day setout earlier. He was sure he took many pictures but he produced none in court because he was not "required" to.

70. He then admitted that in 2012, he was not looking for items belonging to Belmar in the house and so could not tell what belonged to Norma from what belonged to Belmar. In

2022, there were male items in a room like a shirt and trousers but was not looking for those things so paid no special attention to same. His wife took steps to repair the house between 2012 and 2022 but he could not give particulars.

*Was there a Cohabitational relationship between Norma and Belmar*

71. The first part of call is that found under section 3(2) of the Act in that either party or both are domiciled in Trinidad and Tobago and that they have lived together for at least one third of the duration of the relationship. The former is not an issue in this case and the latter is dependent on the findings of the court.
  
72. Before proceeding further, the court pauses to observe that there is a highly toxic level of animosity between the parties. The court has seen this displayed in the language used in the competing affidavits, the nature of the injunction proceedings and the general circumstances set out in all of the evidence. From a pure layman's perspective, the court understands the human emotions that prevail on both sides of the divide. On the one hand, stands the children of Norma who appears to be outraged that a man would lay claim to their mother's property and more so claim to be near and dear to her for years. A man who in their eyes is but a handyman. This, in their view is a high possibility and leads to the conclusion that he is literally attempting to outsmart their mother and take her property from her.
  
73. On the other hand, stands Belmar who appears to be equally outraged that Norma's daughter would approach and treat him as a mere stranger who is out to rob their mother of her assets. He is upset that they seem not to accept that he could have had a loving relationship with their mother and lived with her as man and wife. In his view, they know this to be the case and so their refusal to accept it is to deny him his entitlement. His reaction to cross-examination also shows that their reference to him as a handyman is hurtful to him.

74. While the polarization is understandable therefore in the circumstances, the court must, however, be dispassionate and scientific in its assessment of the evidence and make its decision based solely on the evidence before it. The court is not one of emotion and sympathy but is one which decides cases in keeping with the weight and content of the evidence before it.
75. In that regard, the following are the findings of the court on the evidence before it, bearing in mind that the burden lies with the applicant to prove his case. In so saying, the court also makes the point that it is very obvious on the evidence that Deborah was not a continuous presence in the life of her mother, as her visits to Trinidad were far and very few in between and even then the visits were not very long. There was even one visit for one day having come off a cruise ship. The major visit appeared to be in 2012, but otherwise Deborah may have been in the dark as to the activities of her mother because of her absence. This is generally a difficulty in cases like these. Children live away from parents and seldom visit, therefore the reality is that they are often unaware of the true state of affairs in which their parents live. It is also the case as experience has shown that parents also hide arrangements from children out of fear perhaps of the children stopping that arrangement if they were to find out. These are very human reactions and interactions when children play essentially no in-person part in their parents' lives. In that regard also in this case, it is obvious that most of the time spent abroad by Norma was spent in Canada, not with Deborah but it appears that the child with whom the time was spent, Nicole has chosen, perhaps for her own reasons, not to give evidence, leaving Deborah to stand on her own.
76. In that regard also, Deborah testified that her mother also visited her in Atlanta from time to time on her way to and from Canada. The court does not believe this because the evidence of the tickets show direct flights to and from Trinidad to Toronto. Further, it really is a stretch to contend that Atlanta is on the way.

77. Finally, a word need be said on the issue of demeanour. In the experience of this court demeanour is often times not a proper indicator of whether a witness is telling the truth except perhaps where there is great hesitation to answer a question and even then the court must be careful so as not to give too much weight to same. Demeanour is often not reliable simply because people react differently to different situations. To apply a normative reaction to all persons in a given situation would be to ignore the vagaries of the human response. A court cannot, therefore, realistically or reasonably extrapolate credibility based on demeanour unless it is aware of the habits and reactions of that particular witness in the usual course of events and of course, courts are not so aware. This court has, therefore, been very careful not to give disproportionate weight to demeanor in this case.

## **Findings**

78. The court finds that Norma first met Belmar prior to 2007 while at the home of the Dottins and she proceeded to hire him to work for her. There was, of course, no relationship at the time, save a contractual one. This, of course, is not in dispute. What is in dispute is whether a relationship was formed thereafter and if so what type of relationship.

79. According to Belmar, Norma returned in 2007 and the tenant who had been residing upstairs had moved downstairs. According to him, by that time they “already had the hots for each other”. Belmar deposed that he helped Norma move into the upstairs apartment and has been living with her since that day. Norma was required to travel to Canada for sometimes up to six months at a time. His witness Castro was of little or no assistance on the issue of when Belmar began to live in Norma’s house. Her evidence was that they got together some time and she could not provide a date or even an average time as to when this occurred. Lockheart, however, has given what the court considers to be reliable evidence. She is also known to Deborah, so that it is more likely than not that she is not a cite and relate witness, which may be the case with Castro. The evidence of Lockheart

was that as of the date of giving her affidavits in 2023, Belmar was living with Norma for over ten years. At the latest, this would put that arrangement at 2013 and not at 2007.

80. Further, there is not an iota of supporting evidence of Belmar having moved into the house with Norma in or around 2007, none whatsoever. There are, for example, no pictures or other records of this. All the court has to go on, in that regard, is the fact that he has said it. The court does not believe the evidence of Belmar, in this regard, but does not draw an adverse inference against him on the issue for his failure to call any witnesses especially his children to support his claim. It is clear that his daughter Vicky paid an integral role while living in the house and did not have relevant information to support his contention as to when he first moved there. This was apparent in the evidence of the WhatsApp messages between Deborah and Vicky as admitted into evidence on Deborah's case. In that conversation Deborah enquired of Vicky whether she knew when Belmar had moved in and she said no.

81. The court is of the view that in light of the evidence of his very own witness' evidence, it is more likely than not that Belmar did not move into the house in 2007 or shortly thereafter. The year 2007 is six years before 2013. In such a case, it would have been reasonable for Lockheart to have perhaps referenced 15 years as opposed to 10. But her reference to 10 years is telling as a matter of common sense.

82. The court finds that Belmar would have moved into the house in or around 2012 and not 2018 as submitted by Deborah. The court places a lot of weight on the credibility of Lockheart and in so finding, as she appears to have no interest to serve and no reason to lie.

83. In that regard, the court does believe that Belmar lived on those premises in the absence of Norma from 2012. The evidence is clear on this that although he was staying there, he would have to vacate the premises every time she left to go to Canada for six-month

periods. This, of course, carries with it two common sense considerations. The first is that the fact of him having to vacate the house every time she left may speak volumes to the type of relationship that existed at that time. If Norma was in a cohabitational relationship with Belmar at that time, then why displace him every time she would leave. This is not a reasonable action on her part in relation to someone who is a live-in partner akin to her husband. The court is of the view that this modus operandi leads to an inference of not living as husband and wife at that time. And this is not an unreasonable inference. Companionship may have mattered more to Norma at that age than a relationship akin to husband and wife. Companionship may take a variety of forms. It may have been comforting to Norma to have Belmar around so that he would, as he stated, fix things around the house, tend to the plants and provide company to Norma. Norma would have been 71 years old in 2012 and Belmar 56. Norma may have been of the age in which companionship mattered more than ever, it is reasonable to infer.

84. The second consideration is why then if this was the case, did Deborah and her husband give evidence that completely distanced Belmar from this role upon their visit in 2012. The answer is as old as humanity itself. It is either that they were not telling the truth or the fact that Belmar lived in the house was well hidden from them. It could also be a combination of both. Their evidence appeared to the court to be tailored to fit each other's and designed to exclude the slightest possibility that Belmar was more than a taxi driver/handyman. It is also clear to the court that Belmar would have moved out to give way to the children and grandchildren of Norma. It must be remembered that visits by Deborah was not a common thing and here it was that the entire family was coming to spend time. Added to that, would be a consideration of whether Norma herself was comfortable with informing her daughter that she had a man living in the house with her.

85. To suggest that Belmar was a random taxi driver who happened to be Norma's handyman is to ignore those material considerations. It is either, therefore, that Deborah and her husband knew the truth or suspected it, but of course, has come to court in the cut and

thrust of litigation which has turned into a property fight to completely cover up the truth of that visit and the court so finds. Once again, the difficulty which Deborah has, is the fact that she has only that visit to judge by for the next ten years as she next came in 2022 and had only been there ten years before 2012, at which time this was not an issue.

86. The court, therefore, also finds that a very close relationship developed between Norma and Belmar sometime between 2012 and 2018. Deborah testified that Belmar only began to live at the house full time, as it were, after the break-in in 2018, so that she admits that from that year he lived full time. The court also noted the admission by Belmar in cross-examination that he only began staying at the house during the time that Norma was away after the break-in in 2018. It follows that he lived from 2012 to 2018 for six months at a time when Norma was present.

87. As stated before, the fact that he did not live at the house full time prior to 2018 showed the court that although there would have been a close relationship between Norma and Belmar the nature of the relationship was such that there was not a high level of mutual commitment to a shared life at that time. It is equally clear, however, that during the time he lived there he was the one who cared for Norma by collecting money sent by her daughter and purchasing items with that money and going to pay the bills for her and matters of the like. He has given no real evidence of prolonged intimacy save and except his evidence of an after lunch lay in the bed with his head in her lap, something not unknown to normal friendship. He has given no evidence of sexual activities, no evidence of shared resources such as income from either of them, the degree of financial dependence on each other save and except his bare statement that any money earned was spent on Norma and him and the upkeep of the house. He and Norma would pool money and spend on their collective needs. There is no real support for these statements and by their very nature that are easy to make and difficult to refute. He stated that Norma's income was from the tenant downstairs but this is not the whole picture as there is evidence that her children (Nicole) would send money for her from time to time. In fact,

on the evidence, it appears that they were largely financially independent of each other as Norma received money from abroad and he essentially acted to assist in paying her bills for her with the said money.

88. It was his testimony that in the later years after she left the house he paid utility bills but he produced one electricity bill in Norma's name. He has failed to prove his allegation in that regard.

89. Further, he has not given evidence of sums spent on the house by use of his personal funds. He spoke generally of fixing and renovating but his evidence is devoid of substance and reliable support. He has given evidence that he stores his plants there and sells plants and the court believes him in that regard. He accepted that he gave no evidence of ever having celebrated her birthday, attached no letter or birthday card to her and neither a single photograph of them both. According to him, "they took all the pictures" in obvious reference to the Committee. He admitted that he never gave any such explanation in his affidavits. He attempted to say that they also took his phone but when asked by the court, he stated he destroyed phones every time, quite an unreasonable proposition. He also admitted that he never took Norma to the doctor. It is more than reasonable to expect that if he shared a life with Norma he would have had evidence of same, at least one piece of evidence and would have taken her to the doctor.

90. The court finds that it is more likely than not that Norma was not diagnosed with dementia in 2015, as this is not supported by the evidence (see discussion earlier on). However, it is clear to the court that from 2017 to 2018 there has been an onset of signs of such dementia. So that the circumstances were that Norma, who was in the early stages of dementia and Alzheimer's was returning to Trinidad on her own and becoming more dependent on Belmar. By 2022, things had essentially taken a turn for the worse and so the children had to intervene. It is highly likely, therefore, that any dependency on Belmar was also coloured by the disease she had been inflicted with.

91. It is equally clear to the court that Norma was suffering from this illness when she did the Power of Attorney to her daughters in 2022. By then, Belmar was well entrenched in the house. This is why he was present during what would be an intimate conversation between mother and daughter when the issue of the Power of Attorney was raised. But his presence in the court's view did not speak to a cohabitational relationship. His was a comforting presence to Norma at the highest and by the time 2022 came around, he was well ensconced in the house. This is why he gave tremendous difficulty when he was asked to move.

92. The court, therefore, has found that in all of the circumstances, when all of the evidence presented to it is weighed, it is more likely than not that Belmar was a companion, who facilitated Norma and whose housing needs were met at the same time. He shared a close friendship with Norma especially between 2012 and 2017 and for sometime thereafter. Norma depended on him from time to time and provided a place for him to keep his plants. As her dementia progressed though, that relationship took on a different character. The burden remained with the applicant to prove his case. The evidence of Deborah and her husband are of limited reliability, owing from her prolonged absence from her mother's life. However, this does not affect the principle that Belmar bears the burden. The court is of the view that he has failed to discharge that burden. This court finds that the relationship between Norma and Belmar was not a cohabitational relationship despite the fact that Belmar may have referred to her as his wife. This view may have been his, but his view is insufficient, it is the fact and circumstances as a whole that define whether the relationship was that of a cohabitational one and the court finds that it is not.

93. The application in respect of the declaration of a cohabitational relationship will, therefore, be dismissed and it follows so too must the application for a property adjustment order.

## Interim proceedings

94. On February 5, 2024 the court made the following interim order on an application brought by Belmar:

1. The Respondents are restrained whether by themselves, their servants and or agents, or whosoever otherwise from interfering with the Applicant's peaceful and quiet enjoyment of the property known as No. 49 Maloney Street, Petit Bourg, San Juan, in the Island of Trinidad, which is more particularly described in the schedule to the Deed dated the 12th day of March 2007 registered as DE200701130317D001 as ALL AND SINGULAR that certain piece or parcel of land situate at Maloney Street, Petit Bourg, San Juan in Ward of St. Ann's measuring 50 feet on the Northern Boundary Line and Bounded on the North by Maloney Street, Petit Bourg, on the South by No. 60 Hollis Street, on the East by Lot No. 49 Maloney Street, Petit Bourg and on the West by Lot No. 51 Maloney Street, Petit Bourg known and assessed as No. 49 Maloney Street, Petit Bourg, and the appurtenances thereto belonging (hereinafter referred to as "the Property") until further order.

2. The Applicant is granted immediate occupation of the property and the Respondents shall immediately deliver the keys to the said property to the Applicant.

95. On March 27, 2024 the court gave its decision on the application and ordered that paragraph 2 of the order of February 5, 2024 continue until determination of the claim. It also made consequential orders for access by the Committee. The application having been determined, the court shall make consequential orders in relation to the interim orders.

96. In the related matter of CV2023-03666 the Committee applied by Fixed Date Claim form for possession of the property and made an interim application for possession by way of

Notice of Application filed October 9, 2023. These matters were stayed pending the determination of the present application. The court relief sought therein is made on the same basis as that was argued in this case. The court is of the view that it is in the interests of the administration of justice to further stay those proceedings owing to the fact that the relief has now become duplicitous owing to the order of the court made hereunder. The parties are, of course, free to apply to have the stay lifted if it becomes necessary. In so doing, the court has sought to treat with the central issue of the possession of the property, for which now on the evidence there is no basis for the injunctions granted to continue. Further, because the history of this matter has shown a dire sense of animosity between the parties at times resulting in near violence, it is in the interest of all that the Court makes suitable orders to guide what takes place next so that the Committee does not have to resort to self-help.

### **Disposition**

97. The order of the court is as follows:

1. The Application of Victor Belmar for a declaration of the existence of a relationship of Cohabitation between he and Louise Cynthia Norma Blair and for a property adjustment order filed September 28, 2023 is dismissed.
2. Paragraphs 2 and 3 of the order of this court made February 5, 2024 are vacated and discharged.
3. The order of this court made March 27, 2024 is discharged.
4. The Applicant Victor Belmar shall surrender and deliver possession of the property known as 49 Maloney Street, Petit Bourg to the Committee of the Patient Louise Cynthia Norma Blair appointed by order of Wilson J. made on February 15, 2023

in CV2022-04159. Victor Belmar shall be permitted to remove his items and possessions from the said home.

5. Claim number CV2023-03666 including the interim application filed therein is further stayed the relief therein being otiose having regard, to the ruling of the court herein.
6. The Applicant shall pay to the Respondent the costs of the claim to be taxed in default of agreement.

**Ricky Rahim**  
**Judge**