



## HIGH COURT OF AUSTRALIA

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#### Details of Filing

File Number: S179/2021  
File Title: Fairbairn v. Radecki  
Registry: Sydney  
Document filed: Form 27A - Appellant's submissions  
Filing party: Appellant  
Date filed: 03 Dec 2021

#### Important Information

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IN THE HIGH COURT OF AUSTRALIA  
SYDNEY REGISTRY  
ON APPEAL FROM THE FULL COURT OF THE FAMILY COURT OF AUSTRALIA

BETWEEN:

**FAIRBAIRN**

Appellant

And

**RADECKI**

Respondent

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**APPELLANT'S SUBMISSIONS**

**Part I: Certification**

1. These submissions are in a form suitable for publication on the internet.

**Part II: Issue on appeal**

2. The issue on appeal is what constitutes a “breakdown” of a de facto relationship within the meaning of s 90SM of the *Family Law Act 1975* (Cth) (**the Act**) and particularly in circumstances where one party to the de facto relationship has lost capacity and the other party to the de facto relationship may not intend that they separate.

10 **Part III: Section 78B Notice**

3. The appellant has given notice under s 78B of the *Judiciary Act 1903* (Cth).

**Part IV: Citations of the decision below**

4. The decision of the Federal Circuit Court of Australia is *Fairbairn v Radecki* [2020] FCCA 1556 (Judge Betts) (**J**) (CAB 5-39).
5. The decision of the Full Court of the Family Court of Australia appealed from is *Radecki v Fairbairn* (2020) 62 Fam LR 62; [2020] FamCAFC 307 (Ainslie-Wallace, Ryan and Aldridge JJ) (**AJ**) (CAB 48-62).

**Part V: Relevant facts**The parties’ de facto relationship

- 20 6. The appellant, Ms Fairbairn, was a widow living on a farm that she owned in Town A (**Town A Property**). She had two adult children (J [2]). The respondent, Mr Radecki, was previously married and owned his former matrimonial home and an investment property. He had four adult children (J [3]).
7. In late 2005, Mr Radecki accepted an invitation to move into the Town A Property and the parties’ de facto relationship started soon after they commenced cohabitation (J [52]-[53]). Their relationship appeared to be a very practical and supportive one (J [54]). A significant feature of their relationship was that they had agreed to keep their respective assets “strictly separate” and had entered into agreements by which they agreed to “quarantine their respective property” (J [56]-[57], [60], [153]).

### Decline in Ms Fairbairn's health

8. In 2015, Ms Fairbairn began to suffer from a fairly rapid cognitive decline which was initially characterised by periods of confusion but steadily worsened (J [59]). By mid 2016, she was experiencing visual hallucinations (J [62]). This coincided with complaints by Ms Fairbairn to her daughter about Mr Radecki and her expressing a desire to move out of the Town A Property (J [62]-[63]).
9. In April 2017, while Ms Fairbairn's health was quite precarious, Mr Radecki went on a three-month overseas holiday (J [70]-[71]). He had arranged for one of his children to move into the Town A Property which Ms Fairbairn "went along with" (J [72]). While Mr Radecki was away, Ms Fairbairn complained to her children about him and said that she needed to sell the Town A Property and give Mr Radecki "his marching orders" (J [73], [75], [79]). Neither of these events came to pass.
10. By mid 2017, Ms Fairbairn's health was in steep decline. She was disoriented and experiencing hallucinations. She would oscillate between raging anger towards Mr Radecki for leaving her, hating him and wanting him out of the house, and missing him (J [80]). By this time, Ms Fairbairn's capacity to make long term decisions was largely, if not completely, absent (J [81]). This included her capacity to make decisions as to the sale of her home, moving into alternative accommodation, or ending her relationship (J [81]).

### Disputes between Mr Radecki and Ms Fairbairn's children and the New South Wales Trustee & Guardian

11. Mr Radecki return from his overseas holiday on 30 June 2017 (J [86]). Since that time, Mr Radecki has been in dispute with Ms Fairbairn's children, and then the New South Wales Trustee & Guardian (**Trustee**), about Ms Fairbairn's care and financial affairs.
12. On 18 July 2017, Mr Radecki took Ms Fairbairn to execute a revocation of her 2004 enduring power of attorney in favour of her children and execute a new enduring power of attorney in favour of himself and Ms Fairbairn's brother (J [93]).

13. On 29 November 2017, while Ms Fairbairn was in hospital, Mr Radecki arranged for a solicitor to attend upon her to take instructions to amend her will so that he would receive a life interest in the Town A Property after her death (J [97]).
14. In early 2018, the revocation and appointment of enduring powers of attorney made on 18 July 2017 were set aside by the New South Wales Civil and Administrative Tribunal (NCAT) and the Trustee was appointed as Ms Fairbairn's financial manager as well as to make welfare decision on her behalf (J [101]-[109]). The Trustee determined that Ms Fairbairn should be placed into an aged care facility and that the Town A Property should be sold to pay the refundable accommodation deposit (**RAD**).
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15. Mr Radecki strongly opposed the sale of the Town A Property which the Trustee considered to be in Ms Fairbairn's best interests (J [110]-[118]). On 25 May 2018, Mr Radecki suggested to the Trustee that instead of selling the Town A Property Ms Fairbairn's superannuation should first be used to pay the daily accommodation payment (**DAP**) for her aged care, and once her superannuation had been exhausted, he would start contributing to Ms Fairbairn's care which he calculated to be in about nine years' time (J [121]). In the meantime, Mr Radecki would continue to live in the Town A Property "effectively rent free" (J [121]). On 21 March 2019, Mr Radecki made an alternative proposal that instead of selling the Town A Property he would agree to pay Ms Fairbairn's DAP if he was later reimbursed from the proceeds of the sale of the Town A Property (J [122]). Mr Radecki's proposals were not accepted by the Trustee.
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16. After an unsuccessful challenge in NCAT to the Trustee's appointment and having been unable to negotiate an agreement with the Trustee "on his terms", Mr Radecki started making payments towards Ms Fairbairn's DAP (J [134]). This was some fifteen months after Ms Fairbairn had first gone into an aged care facility during which time her finances had been used to pay the DAP (J [134]). Mr Radecki has continued to visit Ms Fairbairn regularly at the aged care facility (J [146]).
17. After another unsuccessful challenge in NCAT to the Trustee's appointment, an impasse was reached between Mr Radecki and the Trustee concerning the sale of the Town A Property (J [7]-[8]). The sale of the Town A Property will allow the RAD to be paid, discharge the mortgage on the Town A Property which is not being paid,
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avoid future liabilities such as council rates, and will free up some capital that could be applied towards making Ms Fairbairn more comfortable (J [7]).

#### Federal Circuit Court of Australia

18. On 22 August 2019, the Trustee, as Ms Fairbairn’s case guardian, commenced proceedings in the (then) Federal Circuit Court of Australia seeking property settlement orders pursuant to s 90SM of the Act. Mr Radecki resisted the proceedings on the basis that the parties’ relationship had not broken down. Ms Fairbairn was not able to give evidence at the hearing (J [11]).
19. The primary judge, Judge Betts, concluded that the de facto relationship had broken down by 25 May 2018 and made a declaration pursuant to s 90RD of the Act to that effect (J [158]; CAB 40-41). At [161] his Honour held that Mr Radecki’s actions “were unequivocally indicative of and consistent only with, the cessation of the de facto relationship as it previously existed.” The primary judge found that a “core element” of the parties’ relationship was an agreement to keep their assets “strictly separate” and Mr Radecki had acted as if he was no longer bound by that “fundamental premise” of their relationship when he took Ms Fairbairn to execute an enduring powers of attorney partially in his favour and had a solicitor attend upon her in hospital to leave him a life estate in the Town A Property (J [153]-[157]). The primary judge also found that Mr Radecki’s conduct in respect of the payment of Ms Fairbairn’s care and his “ongoing and deliberate frustration of TAG’s lawful administration of” Ms Fairbairn’s affairs was incompatible with the ongoing existence of a de facto relation (J [158]-[160]).
20. The primary judge went further in [161] and held that irrespective of Mr Radecki’s subjective intentions the law should objectively impute to him an intention to separate which has been communicated to the Trustee on Ms Fairbairn’s behalf as well as to her children. The appellant does not contend that an objective intention can be imputed to Mr Radecki to terminate the de facto relationship.

#### Full Court of the Family Court of Australia

21. The Full Court of the Family Court of Australia (Ainslie-Wallace, Ryan and Aldridge JJ) allowed Mr Radecki’s appeal and dismissed the proceedings (CAB 63-64).

22. There were three questions before the Full Court but their conclusion as to the third question, namely whether the evidence supported a finding that the parties were no longer in a de facto relationship by 25 May 2018, is of central importance to this appeal (AJ [25]). In answer to that question their Honours held at [55] that “we can see no relevant change of substance in the de facto relationship from 2005 or 2006 to date. As we have explained, the change in Ms [Fairbairn]’s mental state and her moving to live in an aged care facility were not such changes. The relationship has continued as best it could despite the ill health of Ms [Fairbairn] and a most unfortunate dispute as to how her assets should be marshalled to pay for her care. There is no basis for concluding that the de facto relationship has ended.”

### Part VI: Argument

23. The appellant contends that properly construed the “breakdown” of a de facto relationship can mean something other than the end of the relationship and that a de facto relationship can “breakdown” in circumstances where one party has lost capacity and the other party intends to maintain that relationship.
24. The parties’ de facto relationship had broken down as a result of there being significant changes to their relationship by reference to the matters defining a de facto relationship in s 4AA of the Act and Ms Fairbairn being unable to reaffirm their de facto relationship.
25. Alternatively, the parties’ de facto relationship had broken down when Ms Fairbairn was placed into an aged care facility such that the parties were no longer living together as required by the definition of a “de facto relationship” in s 4AA(1)(c) of the Act.

#### De facto financial causes under the Act

##### *Referral of legislative power and existing State de facto regimes*

26. The *Family Law Amendment (De Facto Financial Matters and Other Measures) Act 2008* (Cth) (**Amendment Act**) amended the Act to, amongst other things, provide for jurisdiction in respect of financial causes for de facto relationships. The primary objective of the Amendment Act was to extend the financial settlement regime that

existed under the Act for married persons to parties to a de facto relationship.<sup>1</sup> At the time that the Amendment Act was introduced, the legislative regimes for financial causes for de facto relationships varied considerably from State to State.<sup>2</sup>

27. The Amendment Act was supported by a referral of power pursuant to s 51(xxxvii) of the Constitution from all States other than Western Australia. With the exception of South Australia, the referral of power by each of those States was in the same terms. The States other than South Australia referred legislative power to the Commonwealth Parliament for financial matters relating to de facto partners arising out of the breakdown of the de facto relationship between persons of the same or different sexes.<sup>3</sup> That legislation defined a “de facto partner” to mean a person who lives or has lived in a de facto relationship and a “de facto relationship” to mean a marriage-like relationship (other than a legal marriage) between two persons which can exist even if a de facto partner is legally married to someone else or is in another de facto relationship.<sup>4</sup> Section 4 *Commonwealth Powers (De Facto Relationships) Act 2009* (SA), which was enacted after the Amendment Act, referred power to the Commonwealth Parliament for financial matters relating to the parties to “de facto relationships” as well as “companion couple relationships” arising out of the breakdown of those relationships. The South Australian legislation defines “de facto relationship” to have the same meaning as in s 4AA of the Act.<sup>5</sup> The expression “breakdown” was not defined in any of the Acts which referred power to the Commonwealth Parliament.

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<sup>1</sup> Explanatory Memorandum, *Family Law Amendment (De Facto Financial Matters and Other Measures) Bill 2008* (Cth), 1; Second Reading Speech, Robert McClelland, 24 June 2008, 5824.

<sup>2</sup> *Property (Relationships) Act 1984* (NSW) (version as at 15 August 2005); *Property Law Act 1958* (Vic), Pt IX (version as at 10 May 2007); *Property Law Act 1974* (Qld), Pt 19 (version as at 29 August 2007); *Domestic Partners Property Act 1996* (SA) (version as at 1 June 2007); *Relationships Act 2003* (Tas) (version as at 1 November 2006).

<sup>3</sup> *Commonwealth Powers (De Facto Relationships) Act 2003* (NSW), s 4(1); *Commonwealth Powers (De Facto Relationships) Act 2004* (Vic), s 4(1); *Commonwealth Powers (De Facto Relationships) Act 2003* (Qld), s 4(1); *Commonwealth Powers (De Facto Relationships) Act 2006* (Tas), s 4(1).

<sup>4</sup> *Commonwealth Powers (De Facto Relationships) Act 2003* (NSW), s 3; *Commonwealth Powers (De Facto Relationships) Act 2004* (Vic), s 3; *Commonwealth Powers (De Facto Relationships) Act 2003* (Qld), s 3; *Commonwealth Powers (De Facto Relationships) Act 2006* (Tas), s 3.

<sup>5</sup> *Commonwealth Powers (De Facto Relationships) Act 2009* (SA), s 3.

*Relevant provisions of the Act*

28. Section 39A of the Act provides that a “de facto financial cause” may be instituted under the Act, and after the commencement of that section, must be instituted under the Act.
29. A “de facto financial cause” is defined in s 4 of the Act relevantly to mean “proceedings between the parties to a de facto relationship with respect to the distribution, after the breakdown of the de facto relationship, of the property of the parties or either of them”.
30. As distinct from s 79 of the Act which pertains to parties to a marriage,<sup>6</sup> s 90SM(1) of the Act provides for property settlement proceedings but only after there has been a “breakdown” of a de facto relationship. Under s 90SM(1) the court may make such order as it considers appropriate altering the interests of the parties to the de facto relationship with respect to the property of the parties to the de facto relationship or either of them.
31. The court cannot make an order under s 90SM(1) unless it is satisfied that, in all the circumstances, such an order is just and equitable (s 90SM(3)). The plurality in *Stanford v Stanford* (2012) 247 CLR 108 at [45] acknowledged that there may be circumstances other than a voluntary separation of the parties marking the breakdown of their marital relationship in which the court may be satisfied that it is just and equitable to make a property settlement order under s 79. Their Honours gave the example of demonstration of one party’s unmet needs that cannot be answered by a maintenance order.
32. The court must take into account the matters listed in s 90SM(4) in considering what (if any) order should be made under s 90SM(1).
33. An order cannot be made under s 90SM unless the court is satisfied of certain matters in s 90SB including that the period, or total periods, of the de facto relationship is at least 2 years.

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<sup>6</sup> *Stanford v Stanford* (2012) 247 CLR 108.

34. A party to a de facto relationship may only apply for an order without leave under s 90SM of the Act relevantly if the application is made within 2 years of the end of the de facto relationship (s 44(5) and (6)). S179/2021

35. The definition of “breakdown” in s 4 of the Act is of limited assistance as it confines the definition as not to include a breakdown of the relationship by reason of death in the context of a de facto relationship.

*The proper construction of “de facto relationship” in s 4AA*

36. Subsection 4AA(1)(c) of the Act defines a “de facto relationship”:

*Meaning of de facto relationship*

(1) A person is in a *de facto relationship* with another person if:

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- (a) the persons are not legally married to each other; and
- (b) the persons are not related by family (see subsection (6)); and
- (c) having regard to all the circumstances of their relationship, they have a relationship as a couple living together on a genuine domestic basis.

Paragraph (c) has effect subject to subsection (5).

37. There are three requirements to be satisfied in s 4AA(1)(c). *First*, the persons concerned “have a relationship as a couple”. *Secondly*, they are “living together”. *Thirdly*, they live together “on a genuine domestic basis”.

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38. Subsection 4AA(2) of the Act lists the circumstances that may be relevant to determining the first of the three requirements in s 4AA(1)(c), namely whether the persons concerned “have a relationship as a couple”:

*Working out if persons have a relationship as a couple*

(2) Those circumstances may include any or all of the following:

- (a) the duration of the relationship;
- (b) the nature and extent of their common residence;
- (c) whether a sexual relationship exists;
- (d) the degree of financial dependence or interdependence, and any arrangements for financial support, between them;

- (e) the ownership, use and acquisition of their property;
- (f) the degree of mutual commitment to a shared life;
- (g) whether the relationship is or was registered under a prescribed law of a State or Territory as a prescribed kind of relationship;
- (h) the care and support of children;
- (i) the reputation and public aspects of the relationship.

39. It is clear from s 4AA(2)(b) that the persons need not live together on a full time basis in order to be “living together” for the purposes of s 4AA(1)(c).

10 40. Subsection 4AA(3) of the Act provides that no particular finding in relation to any circumstances (being the circumstances listed in s 4AA(2) of the Act) is to be regarded as necessary in deciding whether the persons have a de facto relationship.

41. Subsection 4AA(4) of the Act provides that a court in determining whether a de facto relationship exists is entitled to have regard to such matters, and to attach such weight to any matter, as may seem appropriate to the court in the circumstances of the case.

42. Subsections 4AA(3) and (4) do not detract from the requirement that the persons concerned must satisfy all three requirements within s 4AA(1)(c) in order to be in a de facto relationship. If two people do not “have a relationship as a couple living together on a genuine domestic basis” they do not satisfy the definition of being in a de facto relationship irrespective of what the various “circumstances” listed in s 4AA(2) may indicate about their relationship.

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43. Subsection 4AA(5) of the Act provides that a de facto relationship can exist between two persons of different sexes and between two persons of the same sex and can exist even if one of the persons is legally married to someone else or in another de facto relationship. It is clear from s 4AA(5) that the persons need not live together exclusively or on a full time basis in order to satisfy the requirement of “living together” in s 4AA(1)(c).

*The proper construction of “breakdown”*

44. While the breakdown of a relationship will often coincide with a separation or the end of a relationship, the broader context of the Act indicates that something other

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than the separation or end of a de facto relationship can constitute a breakdown for the purposes of s 90SM.

45. Subsection 48(1) of the Act provides that a divorce order in relation to a marriage shall be based on the ground that the marriage has broken down “irretrievably”. That ground will be established if the court is satisfied that the parties separated and thereafter lived separately and apart for a continuous period of not less than 12 months (s 48(2)). The parties to a marriage may have separated and lived separately and apart notwithstanding that they have continued to reside in the same residence or that either party has rendered some household services to the other (s 49(2)).

10 46. Section 44(5) of the Act introduces the concept of the “end” of a de facto relationship, namely that an application for an order under s 90SE, 90SG or 90SM, or a declaration under s 90SL, must be made within 2 years after the end of the de facto relationship.

47. The division of Part VIIIAB of the Act concerning financial agreements in de facto relationships also draws a distinction between separation and breakdown. Subsection 90UF(1) of the Act on the one hand provides that a financial agreement insofar as it deals with how the property or financial resources of the parties is to be dealt with is of no force or effect until a “separation declaration” is made. A separation declaration is a written declaration signed by at least one of the parties which states that the parties lived in a de facto relationship, the parties have separated and are living separately and apart at the time of signing the declaration, and there is no reasonable likelihood of cohabitation being resumed in the opinion of the party making the declaration (s 90UF(3)-(6)). Section 90UG of the Act on the other hand provides that clauses of a financial agreement that deal with matters incidental or ancillary to how the property or financial resources of the parties are to be dealt with are of no force or effect until the de facto relationship breaks down.

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48. It may be considered that s 90UD(1)(a) which concerns the making of financial agreements after the breakdown of a de facto relationship, appears to equate the breakdown of a de facto relationship with the end of that relationship. Section 90UD(1)(a) provides (underlining added) “If after the breakdown of a de facto relationship, the parties to the former de facto relationship make a written agreement”. However, when construed in the broader context set out above, the reference to “former de facto relationship” is properly to be understood as the

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breakdown of the relationship as it existed between the parties, that is a significant change in the de facto relationship such as to constitute a breakdown, rather than the de facto relationship necessarily having ended or the parties having separated.

49. It must be thought that the concepts of “breakdown”, “irretrievable breakdown”, “separation” and “end” were intended to convey different and distinct things. The “breakdown” of a de facto relationship can be something less than and distinct from the “end” of a de facto relationship. Importantly, a finding that a de facto relationship has broken down does not determine the parties’ rights. Rather, that finding gives the court jurisdiction to make orders under s 90SM(1) once it is also satisfied under s 90SM(3), having regard to the matters in s 90SM(4), that it is just and equitable to do so. A construction which does not seek to elevate “breakdown” to the end of a de facto relationship is also consistent with the primary objective of the Amendment Act being to extend the existing financial settlement regime for married persons, which did not require proof under s 79 of the end of the marriage or the parties’ separation for the court to have jurisdiction. Such a construction does not offend against the referral by the States of legislative power under s 51(xxxvii) of the Constitution.

The de facto relationship had broken down

50. Unlike a de facto relationship, a marriage is a legal relationship which results when two people of sufficient capacity voluntarily go through a certain procedure that is recognised as creating it. As Mahoney JA put it in *Hibberson v George* (1989) 12 Fam LR 725 at 740 “The relationship of marriage, being based in law, continues notwithstanding that all of the things for which it was created have ceased. Parties will live in the relationship of marriage notwithstanding that they are separated, without children, and without the exchange of the incidents which the relationship normally involves.” A de facto relationship however is a legal characterisation of the parties’ relationship under s 4AA of the Act. The continuation of that relationship is dependent upon the parties’ relationship continuing to satisfy the requirements of s 4AA of the Act. It follows that the Full Court correctly accepted at [34] that an intention to separate is not the only means by which it can be established that a de facto relationship has broken down.

51. It was however an error for the Full Court of the Family Court to find at [55] that in any event the evidence did not support a finding that the parties were no longer in a de facto relationship by 25 May 2018. The requirements and indicia of a de facto relationship set out in s 4AA of the Act must inform whether there has been a “breakdown” of a de facto relationship notwithstanding the non-occurrence of one or other of both persons communicating its desired end. Having regard to the circumstances set out in s 4AA(2), by 25 May 2018:
- (a) the parties no longer maintained a common residence (s 4AA(2)(b));
  - (b) the parties had ceased having a sexual relationship (s 4AA(2)(c));
  - 10 (c) the parties were financially independent of one another and Mr Radecki had been unwilling to support Ms Fairbairn financially by contributing to the costs of her aged care (s 4AA(2)(d));
  - (d) there was no common ownership or acquisition of property by the parties and relevantly there was no common use of the Town A Property by the parties (s 4AA(2)(e));
  - (e) Ms Fairbairn was unable to mutually commit to a shared life with Mr Radecki as she had since lost capacity (s 4AA(2)(f));
  - (f) the relationship remained unregistered under a prescribed law of a State or Territory (s 4AA(2)(g));
  - 20 (g) in terms of the care and support of children, the parties each had adult children from previous marriages and the relationship between Ms Fairbairn’s children and Mr Radecki had become acrimonious (s 4AA(2)(h)); and
  - (h) so far as the reputational and public aspects of their relationship was concerned, NCAT had set aside the enduring power of attorney in favour of Mr Radecki and the Trustee had been appointed as Ms Fairbairn’s financial manager as well as to make welfare decision on her behalf (s 4AA(2)(i)).
52. There had also been a change to what had been described by the primary judge as a “significant feature”, “fundamental premise”, “core element” and “foundation” of the parties’ de facto relationship being the strict separation of their assets (J [56], [153]-[155]).
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53. The relevance of Ms Fairbairn's lack of capacity was not that it prevented her from forming an intention to separate which was subsequently communicated to Mr Radecki (cf AJ [30]-[32]). Rather it is that Ms Fairbairn lacked the capacity to express volition for the continuance of the parties' de facto relationship when there had been significant changes to that relationship. As a matter of language, that the relationship has been so disrupted as to have broken down as a matter of substance.
54. The Full Court ought to have found that in all of the circumstances the evidence supported a finding that there had been a breakdown of the parties' de facto relationship by 25 May 2018.

10 The parties' relationship also no longer satisfied the definition of a de facto relationship

55. The parties also no longer satisfied the definition of a de facto relationship in s 4AA(1)(c) as they were no longer living together. The expression "living together" is not defined in the Act and only appears in s 4AA(1)(c). The test of whether persons are "living together" can raise difficult questions of fact and degree. However, no such issue arises on the present facts. In June 2017, an aged care assessment team assessed Ms Fairbairn as qualifying for full time placement into an aged care facility (J [84]). In January 2018, the Trustee placed Ms Fairbairn into an aged care facility in Town K (J [103]). In March 2018, the Trustee moved Ms Fairbairn into an aged care facility in Town M where she has since lived (J [110]). While Mr Radecki has continued to visit Ms Fairbairn, he has remained living at the Town A Property (J[146]). The parties have been living separately and apart on a permanent and full time basis since January 2018.
56. As set out at paragraph 37 above, a prerequisite for a de facto relationship under s 4AA(1)(c) is that the parties are "living together". As the parties have been living separately and apart and on a permanent and full time basis, they no longer satisfy the statutory definition of a de facto relationship in s 4AA. Accordingly, there has been a breakdown of the parties' de facto relationship such that the court has jurisdiction under s 90SM of the Act.

**Part VII: Orders sought by the appellant**

- 30 57. The appellant seeks an order setting aside orders 2 to 4 of the orders of the Full Court of the Family Court of Australia made on 11 December 2020 (CAB 69).

**Part VIII: Time required for presentation of oral argument**

58. The appellant estimates that she will need approximately 1 hour and 30 minutes for oral submissions in chief and 15 minutes in reply.

Dated: 3 December 2021



**Bret Walker**

Fifth Floor St James' Hall

(02) 8257 2527

maggie.dalton@stjames.net.au

**Michael Kearney**

Waratah Chambers

(02) 9264 8444

kearneysc@waratahchambers.com.au

**Greg Levick**

Newcastle Chambers

(02) 4929 6788

glevick@newcastlechambers.com.au

**Ryan May**

Banco Chambers

(02) 8239 0204

ryan.may@banco.net.au.au

**Annexure**

1. *Commonwealth of Australia Constitution Act* (current version).
2. *Commonwealth Powers (De Facto Relationships) Act 2003* (NSW) (version as enacted).
3. *Commonwealth Powers (De Facto Relationships) Act 2003* (Qld) (version as enacted).
4. *Commonwealth Powers (De Facto Relationships) Act 2004* (Vic) (version as enacted).
5. *Commonwealth Powers (De Facto Relationships) Act 2006* (Tas) (version as enacted).
6. *Commonwealth Powers (De Facto Relationships) Act 2009* (SA) (version as enacted).
7. *Domestic Partners Property Act 1996* (SA) (version as at 1 June 2007).
8. *Family Law Act 1975* (Cth) (version as at 25 April 2019).
- 10 9. *Family Law Amendment (De Facto Financial Matters and Other Measures) Act 2008* (Cth) (version as enacted).
10. *Property Law Act 1958* (Vic) (version as at 10 May 2007).
11. *Property Law Act 1974* (Qld) (Version as at 29 August 2007).
12. *Property (Relationships) Act 1984* (NSW) (version as at 15 August 2005).
13. *Relationships Act 2003* (Tas) (version as at 1 November 2006).