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Termination of Maintenance due to Cohabitation



One way to terminate a party's maintenance obligation to the other is by a *de facto* showing of a resident, continuing, conjugal relationship by the other spouse and a third party. The court looks at six non-exhaustive factors to determine if a showing of this relationship has been met: (1) the length of the relationship; (2) the amount of time spent together; (3) the nature of activities engaged in; (4) the interrelation of personal affairs, including finances; (5) whether they vacation together; and (6) whether they spend holidays together.

In *In Re: Marriage of Cathy McCormick and Anthony McCormick*, the Court found through testimony by the parties and the parties' son, that Cathy's roughly 13-year relationship with another man constituted cohabitation on a resident, continuing, conjugal basis based on the fact that they lived together for at least five of those years, they shared expenses, traveled together and spent holidays together with her son. Ultimately, Anthony's maintenance obligation to Cathy was terminated. The Court also found that Cathy was guilty of witness tampering for

intimidating her son to not testify, that she was not credible in her own testimony, that she tried to delay the case and hide the truth of her relationship and thus, Cathy was ordered to pay attorney's fees.

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