

COURT OF APPEAL FOR ONTARIO

CITATION: Epshtein v. Shvartzman, 2026 ONCA 162

DATE: 20260304

DOCKET: COA-25-CV-0331

Lauwers, Huscroft and Gomery JJ.A.

BETWEEN

Anastasya Epshtein

Applicant (Respondent)

and

Eduard Shvartzman

Respondent (Appellant)

Sage Harvey, for the appellant

Brigitta Tseitlin, for the respondent

Heard and rendered orally: February 26, 2026

On appeal from the order of Justice Kenneth G. Hood of the Superior Court of Justice, dated February 5, 2025.

REASONS FOR DECISION

[1] The application judge concluded that an agreement signed by the parties before their marriage was not an enforceable domestic agreement as defined in the *Family Law Act*, R.S.O. 1990, c. F.3. Even it were, he found that the agreement should be set aside under s. 56(4) of the *Act*. As a result, he ordered the appellant

to make an equalization payment of roughly \$132,000 to the appellant, or half the net equity of the matrimonial home.

[2] The appellant contends that the application judge erred in declining to enforce the agreement. We disagree.

[3] The application judge found that the agreement was unclear. Among other things, it did not state what property it applied to or address equalization. Beyond this, the application judge found that the respondent did not understand the nature of and consequences of the agreement.

[4] These were findings open to the application judge to make on the record, particularly given his assessment of the parties' respective credibility. We see no error of law or principle or palpable and overriding error of fact in the application judge's decision. There is no evidentiary basis for this court to order that the appellant's debt to the respondent be paid in installments over approximately nine years.

[5] The appeal is dismissed, with all-inclusive costs of \$12,000 to the respondent.

"P. Lauwers J.A."
"Grant Huscroft J.A."
"S. Gomery J.A."