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| F<br>I<br>L<br>E<br>D | FEDERAL COURT<br>OF APPEAL<br>COUR D'APPEL<br>FÉDÉRALE<br><br>September 29, 2023<br>29 septembre 2023<br><br>Jonathan Macena | D<br>É<br>P<br>O<br>S<br>É |
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## FEDERAL COURT OF APPEAL

KRISTINE HUEBNER

Applicant

And

ATTORNEY GENERAL OF CANADA

Respondent

## RESQUISITION FOR HEARING

**THE APPLICANT REQUESTS** that a date be set for the hearing of this application.

### THE APPLICANT CONFIRMS THAT:

1. The requirements of subsection 309(1) of the Federal Courts Rules have been complied with.
2. There is no requirement to serve a notice of constitutional question under section 57 of the Federal Courts Act in this application.
3. The hearing should be held at Winnipeg, Manitoba.
4. The hearing should last no longer than three hours.
5. The representatives of all parties to the application are as follows:
  - a) on behalf of the applicant:

**Kristine Huebner**

who can be reached at:

209-710 Grey St.  
Winnipeg , MB R2K 3W9

Cell: 204-340-0428

Email: [khuebner1966@gmail.com](mailto:khuebner1966@gmail.com)

b) on behalf of the respondent:

**Ian McRobbie, Attorney General of Canada**

who can be reached at:

ESDC/VAC Legal Services  
140 Promenade du Portage  
Phase IV, 11th Floor  
Gatineau, QC K1A 0J9  
Attention: Ian McRobbie

Telephone: 819-360-3208

Fax: 819-994-2291

6. The parties are available at any time except:

No Fridays during the months of October – December;  
September 28 to October 16;  
October 20;  
October 23;  
October 25;  
November 14; and  
November 21.

7. The hearing will be in English.

8. An interpreter will not be required.

9. The materials in the requisition for hearing file are in English.

September 28, 2023

A handwritten signature in cursive script, reading "Kristine Huetner". The signature is written in dark ink and is positioned in the lower right area of the page.

**Kristine Huebner**

209-710 Grey St.  
Winnipeg , MB R2K 3W9

Cell: 204-340-0428  
Email: [khuebner1966@gmail.com](mailto:khuebner1966@gmail.com)

**Applicant**

TO:

**ATTORNEY GENERAL OF CANADA**

ESDC/VAC Legal Services  
140 Promenade du Portage  
Phase IV, 11th Floor  
Gatineau, QC K1A 0J9

Attention: **Ian McRobbie**

Telephone: 819-360-3208

Fax: 819-994-2291

**Lawyer for the Respondent**

Federal Court

(Identify which Court)

File No.: A-137-23

Between:

Kristine Huebner

Applicant/Plaintiff/Appellant  
(please circle)

and

Attorney General of Canada

Respondent/Defendant  
(please circle)

**AFFIDAVIT OF SERVICE**

I, KRISTINE HUEBNER of the WINNIPEG  
(full name of deponent) (city, town, etc)

of 400 & 209-710 GREY ST of MANITOBA  
(name of location) (province, regional municipality, etc)

swear / affirm (please circle) that:

On June 22/23 at 13:45 I served RECEPTIONIST  
(date) (time) (identify person served)

with AFFIDAVIT OF KRISTINE HUEBNER AFFIRMED JUNE 22/23  
(identify document served)

by: LEAVING IT WITH THE RECEPTIONIST AT  
(identify the method used)

601-400 ST. MARY AVE

SEE EXHIBIT A

For Commissioner Use Only

Sworn before me in Winnipeg, MB on the  
22nd day of June 2023  
[Signature]  
Commissioner of oaths

Signature of Deponent:

Kristine Huebner

Date:

June 22/23

This is Exhibit " A " referred to in  
the affidavit of Kristine Huebner  
sworn before me in Winnipeg,  
on the 22nd day of June 2023  
[Signature]  
Commissioner of oaths

**APPLICATION**

**A-137-23**

**FEDERAL COURT OF APPEAL**

**BETWEEN:**

**KRISTINE HUEBNER**  
**Applicant**

**And**

**ATTORNEY GENERAL OF CANADA**  
**Respondent**

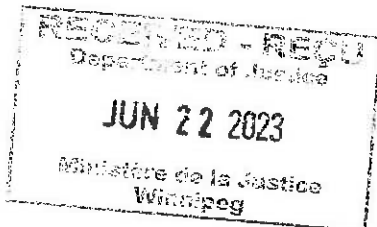
**APPLICATION UNDER**

**CANADA PENSION PLAN SURVIVOR BENEFITS**

**AFFIDAVIT OF KRISTINE HUEBNER**

I, Kristine Huebner, Educational Assistant of the City, of Winnipeg in the Province of Manitoba, SWEAR THAT:

1. Patrick Carlson and I were common law partners from April 1984 until July 2020, at his time of his death despite living apart. The only reason why we were living apart was because of me having a distance to travel to my new job in Oakbank, MB. We have two adult children together.
  - a. I met Pat when I was 16 and I've been with him since I was 17 when I moved to Powerview, MB.
  - b. We were committed to each other in a marriage like relationship, for over 36 years. I continued to think of myself still in a relationship, Neither one of us were in a relationship with anyone else. Pat always said he loved me.
  - c. I still received mail in Powerview up to and including to after Pat's passing. **Exhibits A and B**
2. Pat Carlson and I were living in separate residences due to involuntary separation. The only one reason for this involuntary separation was because of unhealthy work conditions and the traveling from my new work place.
  - a. The original Statutory Declaration I put irreconcilable differences. (which is incomplete and not signed by Commissioner of Oaths), I sent in another signed and completed copy stating involuntary separation as I had made a mistake in filling out the document and that it was work related. **Section B. Exhibits C and D**
  - b. On the Statutory of Declaraton I did indicate that we lived separate and apart starting as of September 1, 2018 because thats what the question asked. We were living apart beacuse of my job.
  - c. On the Statutory Declaration of common law union the form asks when we lived



together, not when the relationship ended.

- d. Couples can maintain their common-law partnership if medical or work reasons force them to live apart. This situation is addressed under **Section 78.1 (3) of the Canada Pension Plan regulations**.
  - e. I did not understand the meaning of irreconcilable differences. We had not terminated our relationship. I was confused and still in shock over Pat's death. I had many things to deal with on my own. I wanted to put work related but was unsure. I was just going to leave it blank but was told the form had to be completed to be processed. I asked the estate lawyer and she said it wouldn't matter. After speaking with Ms. Clark I had to look up irreconcilable difference. I was completely wrong with my understanding. It was a struggle with the fact that we were living apart. I made a big mistake using that wording. It should've read involuntary separation/work related. I did not know it had to do with divorce. There wasn't anything with regards to separation or divorce between Pat and I.
3. In Sept. 2018 I transferred to a new school in the same school division. I had seniority with this division. Due to the distance there was in traveling I moved to Winnipeg where it was a shorter commute for me.
  4. I worked in Powerview school for approx 18 years and during that time I was harassed and bullied by one of my coworkers for many years, as well as being physically abused by a grade 5 student. There was no support or help with this from administration or Union. It was my Doctor, not me, who put me on work related stress leave from April 19/2016 – June 30/2016. **Exhibit E**
  5. While working at Powerview School I had been hit, slapped, scratched, bitten, kicked, punched, and grabbed. I've had things thrown at me throughout the years including but not limited to staplers, pens, scissors, pencils, bottles, cutlery. It all depended on what was in their hand at the time. Tables flipped doors slammed in my face. Without any support to deal with these incidents. I had a butter knife pulled on me once.
  6. Another incident was when a student came behind me and when I turned around he got me by the eye with a pair of scissors. The Principal said I should go to the hospital to get it checked. I was at the hospital for approx. 1 ½ - 2 hours which was part of my lunch hour. They froze my eye and put dye in it. After this I went back to work. I found out they got a sub for me. I wasn't told to not worry about coming back in the afternoon. They just sent me to the hospital. However when I did return they still didn't send me home they had me continue to work the rest of the day.
  7. While working at Powerview School I had to take a student on a field trip. This student was physically abusive to me. I had mentioned to Administration and Union that I didn't think this was a good idea for me to take this student on a field trip. But nothing was done. On the field trip this student threw her boot at me and then continued to cling onto me hitting and kicking me in front of all the other classmates. She wouldn't stop another EA had to come and pull her off of me. I had to write up a 3-4 page report.
  8. These are just a few incidents. There are too many to list of the things that happened in Powerview School. Many with little or no support.
  9. I continued to work at Powerview School for two more years. I struggled and was mentally exhausted. I could no longer sacrifice my own mental wellbeing. Pat knew of this and we discussed it many times. It was a joint decision that I was taking a new job. Due to all the stresses of the previous one. Pat helped me move to my new apartment in Winnipeg and helped me set things up in September 2018.

10. I had to apply for my school of choice in April of 2018. Which I choose Springfield Middle Years. However I was placed in Springfield Collegiate Institute I received my placement information on June 21/2018. (SCI in Oakbank MB) **Exhibit F**
11. Pat took ill sometime around January or February of 2018. He had Occipital headaches and feeling presyncopal, feeling poorly, fatigued and memory loss. He lost a lot of weight. Throwing up constantly. On July 7/2018 Pat fell unconscious and he had to be flown to Winnipeg by Stars. It was on July 7/2018 he was admitted to the hospital (HSC) after having a Lumbar Puncture done which showed he had Cryptococcal meningitis. A fungal Meningitis which is very rare!! **Exhibit G**
12. He was transfered to another hospital approximately three weeks later to Selkirk Hospital. It took sometime for the transfer as they needed a specialist who knew how to mix and work with the medication Pat needed. They had to search around the world for this medication. Pat was finally released on Aug.20/2018. I supported him and was by his bedside almost everyday. The calenders shows the days that I was by his bedside. **Exhibit H, I and J**
13. There are many symptoms for Cryptococcal meningitis. Including confusion and changes in behaviour. **Exhibits K and L**
14. Pat had not fully recovered from the meningitis. He had to continue to take medication for the fungal infection (Fluconazole), seizures and some other medications. These medications were very expensive.
  - a. Pat had seizures due to his illness and because of this he also had his license was revoked.
  - b. He couldn't work after he was released from the hospital. Due to still having the infection.
  - c. Pat was still seeing the infectious disease specialist and getting MRI's done
15. I would visit Pat every other weekend or so and during those times would bring him his medication when needed. I picked it up in Winnipeg from a Pharmacy near my residence, as well as groceries or anything else Pat asked for. I was not reimbursed for any of this as we were sharing our expenses.
  - a. There wasn't a routine as to when I would go to Powerview. It was approximately twice a month? It varied.
16. I accompanied Pat to his medical appointments if I could while living apart. Due to work and the distance it wasn't always possible for me to do this
  - a. One time I drove to Powerview from Winnipeg to pick Pat up. Then drove him to Winnipeg for his medical appointment at the Health Science Centre and then back to Powerview because he didn't want to stay in the city. It's a 1 ½ hour drive one way. **Exhibits M, N and O**
  - b. I did go into the appointments with him when I went and was able to. (Summer 2019).
  - c. I also took Pat to other medical appointments in Selkirk and Pine Falls.
  - d. We went for an MRI or CAT in Selkirk one time and Pat fell in the parking lot because he was suddenly dizzy and lost his balance. I helped him off the parking lot and went

to go and get a wheelchair for him. He scraped his knee quite bad and also banged his head. The nurse had to clean him up.

17. Pat wanted to sell and move to the city and find a job. I gave him information for Barkman in Winnipeg, who was hiring at the time. He was also looking at places himself. **Exhibit P** Sometime in the later part of 2019. He was still only limited to the type of work he could do. As he hadn't completely recovered from the Cryptococcal Meningitis.
    - a. Pat and I discussed him moving to Winnipeg as he wanted to live in the same residence with me.
    - b. I was asked about moving back by Ms Clark. I could not do this because I could not return to my previous job (medical reasons). I have too much seniority to just quit my job and it's the only school in town within my school division. It wasn't a good place for my health and well being.
    - c. We planned our retirement together. We were to build a new place at the Jackfish Lake property sometime in the future.
  18. I made the funeral arrangements for Pat and paid all the costs for the funeral. I also received the death Benefit. I had asked people for help with the funeral expenses. **Exhibit Q and R**
  19. We owed joint property together. The house in Powerview, the place at Jackfish Lake, vehicles, etc. We shared them and both still used them whenever we wanted to.
    - a. I did not move back into the house in Powerview after the death of Pat. It was our family home we owned and I had to sell it. I am still paying rent where I reside now in Winnipeg. I did not move back to the community. I did not relocate to Powerview after Pats passing.
    - b. When it came to the cabin, we hadn't use it for many years. There is no running water out there. I would go out there sometimes but he wouldn't come out with me as he preferred to stay home. At times he would go and cut the grass but didn't spend the night there. This was while we were living together. I didn't go out there much once I was in the city as I would spend the time in Powerview with Pat and not go to the cabin. Occasionally our son would take him out there to cut the grass when Pat didn't have a license.
    - c. I had keys to both properties and all the vehicles. I could go there anytime I wanted
  20. We shared bills together. Water **Exhibit S**, Hydro **Exhibits T and U**, Insurance **Exhibit V** and taxes **Exhibits W and X**
    - a. I had to get some joint bills sent to my address in Winnipeg to make sure they were paid
  21. I was the Administrator and full Beneficiary to Pat's estate. **Exhibit Y**
  22. I was the beneficiary to Pats Life Insurance and he was beneficiary to mine. **Exhibit Z**
  23. I was Beneficiary to all of Pats RRSP's **Exhibits AA and AB**
  24. Pat Authorized WCB to commute with me after I moved to Winnipeg. **Exhibit AC**
  25. In Januarury 2020 while I was visiting Pat in Powerview -Pine Falls. Things were going well
-



we played games, just chilling and then I went downstairs to clean up when suddenly his demeanor changed. He came after me, threatened me and accused me of trying to kill him with bird feces

- a. It was this incident where I now felt unsafe to be alone with Pat. As he changed. He would call and hang up not just to me but friends of ours. He would also leave threatening messages on my voice mail when I didn't answer. He didn't acknowledge the messages he left when I questioned him about it. He'd deny it or not know what I was talking about. Sometimes he would block his phone number and still leave a unkind message on my voice mail.
  - b. I would visit Pat as long as I had someone there with me. For my safety.
  - c. There were many times I wanted to go and visit with Pat but feared for my safety. Even though he told me how much he loved and wanted to be with me.
26. When we didn't see each other, we spoke to each other on the phone. He was a kind and caring person who talked about how he loved me. We communicated frequently and regularly. Pat wanted to sell everything and move in together.
27. We celebrated holidays together. We would also give each other cards and/or gifts. When living together and while we were living apart.
28. The Chief Medical Examiner, Gail Bedosky referred to me as Pat's common law wife. July 18/2020
29. When I applied for the CPP reconsideration. I went to Service Canada personally so that I could hand in my application and all the evidence that I had and have the woman at the counter sign the statutory of declaration ( involuntary separation) but she refused to take any of my evidence that I had. She stated the less paper the better and said if they need anything they will contact you. CPP didn't contact me until I received their second decision.
30. I appealed through the Tribunal Social Security General Division and was also refused the CPP survivors benefit. There were a lot of inconsistencies with regards to my appeal with the General Division. I then appealed to the Appeal Division.
31. Mr. Neil Nawaz of the Tribunal Appeal Division stated I gave two reasons for leaving. This is not true. I did not state that Mr. Carlson's medical crisis in the summer of 2018 changed his behaviour and made him increasingly difficult to live with. The only reason I moved was because of work not due to Pat's illness in September 2018. Pat's demeanor changed in January 2020 which made it difficult to see him alone. I had to keep myself safe. (see 42 of appeal division decision)
32. Pat stated that he loved me many times and wanted us to be together. When I would visit him in Powerview. We enjoyed each others company. We would snuggle, cuddle and were close with each other. We also played games like crib, backgammon etc. We were intimate when we were together. When Ms. Clark asked if Mr. Carlson and I were intimate, I believed she was talking in a sexual way as this question was asked when asked about sleeping together.
33. When it came to a sexual relationship. Pat was ill and still recovering from his illness. We were fine with this until he was better and up to it. We found other ways to enjoy each others company. It did not cease due to anything else. We still loved each other and showed it in other ways.
34. We shared meals when we were together. Pat would usually make something while I was there. Like Kraft dinner. It wasn't anything big or fancy. Sometimes I would pick up some KFC

for him from Winnipeg.

35. We shared house hold responsibilities at our house in Powerview. I would sometimes cook but Pat would have a meal ready for me when it got there. I did laundry, cleaned house, scrubbed the bathroom. Pat would cut the grass.
36. We helped each other the best we could when it came to the bills. Times were tough for us financially. It was tough because Pat wasn't working and we had extra expenses with now my monthly rent and other expenses like fuel to go to work and to go back home in Powerview., vehicle insurance, utilitie bills, etc, When I lived in Powerview I didn't have to drive to work I would walk and I didn't have to register my vehicle all purpose as I do now.
37. Pat had some funds in his account and paid for some of the 2019 bills. On June 8/2020 I called Pat at work to ask him if we could put our house/cabin insurance into quarterly installments as I couldn't pay for them. We paid one lump some for our insurance. Pat told me it was ok that he could pay for it because he was working now and had some money in his account,
38. Most of my clothes and personal belongings were kept at my house in Powerview. I still took up ¾ of the closet if not more and had more drawers than Pat did filled with clothing.
39. When I was in Powerview Pat would do an oil change for me when neded on the vehicle and he would also check the vehicle over.
40. Even when Pat and I lived together under the same roof we hardly ever went out as a couple in public. We didn't socialize living apart but we didn't socialize while living together either. He was an introvert.
  - a. He wouldn't come to the city with me to visit our children. They would have to come out to Powerview to visit him.
  - b. I went to his brother and sisiter-in-laws anniversary celebration at Grand Marias alone. He did not want to go.
  - c. He did not come to do grocery shopping with me. In Powerview or Winnipeg. I did it alone most of the time.
  - d. His son had to continously asked his father to come and watch his hockey game in Selkirk. Pat finally agreed. After the game we were all sitting in the car talking and then suddenly Pat told our son that he had to go. It was time for him to leave. When I asked why he did that Pat stated he needed to go home.
  - e. In 2019 Brenden our son had his Mechanical Engineering ceremony in Winnipeg and his dad did not go to it. I went to it by myself.
41. In 2019 I had made arrangements to get Pat to Winnipeg for his sons University Graduation. He didn't make any plans to get there on his own. I did it for him. I had Jules drive him from Powerview to Seven Sister Falls where he was dropped of Clive's. Clive, who's daughter is now married to our son, drove Pat to Brenden's graduation as Clive was going there as well. From there I drove Pat back home to Powerview. It was difficult for me to get Pat because I was working at the time.
42. Pat was not in his right state of mind. He was not himself. I started to notice a change in November or December of 2019 but still continued to go back home to Powerview. Pat threatened me and made false accusations against me of trying to hurt him in January 2020. I felt unsafe to be alone with Pat after this incident.

43. We didn't ever intend to end our relationship. We hadn't even discussed ending it. There came a point when I had to watch for my personal safety. Pat became mentally abusive. I would still visit Pat but only if someone else was present as it was safer for me. I do feel that my safety comes first.
44. Tragically Pat ended his life by suicide on July 16/2020. This is difficult for me to come to terms with I had just lost the person I spent my entire life with.
45. In my Appeal Division I was accused of double dipping because I had applied for the Canada Pension Plan Credit Split. In fact that is untrue. A person has a time limit to apply for the Credit Split. 4 years, Due to the fact the CPP is using the September 2018 as the date I had no choice to apply for that as I wouldn't have been able to today if I hadn't applied. I stated on the application that Pat and I were together from April 1984 until July 16/2020 Section D 22A and 22B. **Exhibit AD** and I also stated on there that I was in the process of apply for the Canada Pension Survivors Benefit. Section G , additional information. **Exhibit AE** When I inquired about this over the phone I was told to apply before I loose it and that they are two separate things.

*Affirmed &f*

Sworn before me at the City of Winnipeg in the Province of Manitoba on 22th of June, 2023.

*G. He Lischenski*

Commissioner for Taking Affidavits  
(or as the case may be)

*G'ne He Lischenski*  
Registry Officer

*Kristine Huebner*  
(Signature of Deponent)