**ALIMONY, WHEN WILL IT END?**

**BY: WILLIAM G. MORRIS, ESQ.**

Most people know that alimony is payment by one ex-spouse to another. Most do not know that Florida’s legislature codified many different types of alimony in Section 61.08 Florida Statutes. Different types of alimony are scheduled to end at different times, subject to the caveat that alimony can generally be altered by a court due to changed circumstances. That alteration can include changing the termination date.

All alimony depends in large part on need of one spouse and ability to pay of the other. The court considers a long list of factors established by statute including standard of living during the marriage, age and physical condition of each party, financial resources and earning capacity of each party and contributions of each party to the marriage.

Length of a marriage is the critical factor affecting length of any alimony award. A long-term marriage is defined as a marriage of 17 years or longer. There is a rebuttable presumption that permanent alimony is appropriate upon dissolution of a long-term marriage. Permanent alimony must be paid until the recipient remarries, either party dies or changed circumstances result in court termination.

One factor that may weigh against permanent alimony, even in a long-term marriage, is the potential for the recipient to obtain employment or other income through training or otherwise. That same factor is often important in even shorter-term marriages. In those situations, the court can award durational alimony where permanent alimony is inappropriate.

Durational alimony continues for a certain time when the court finds permanent alimony inappropriate but need for alimony exists. If the marriage is less than 17 years, durational alimony will be the focus for any alimony argument. The amount of durational alimony may be modified based on changed circumstances, but the duration may only be changed based on exceptional circumstances. Durational alimony may not exceed the length of the marriage. It ends early if either party dies or the recipient remarries.

The statute also provides authority for courts to order bridge-the-gap or rehabilitative alimony. Although these two types of alimony are similar, an award of either is based on different findings by the court.

Bridge-the- gap alimony assists the recipient in transitioning from married to single status and may not exceed two years. It is appropriate when the recipient has skills that have not been used in the workplace for a while and will need some time to get back to employment in his or her former career. The recipient needs little to no training but has not been fully employed recently. Bridge-the-gap alimony ends when the term ends or earlier if either party dies or the recipient remarries.

Rehabilitative alimony is similar to bridge-the-gap, except it is intended to prepare the recipient for self-support through training. It must be based on a plan for education or training for a set period of time. It ends at its set termination date, or earlier upon completion or failure to follow the rehabilitation plan. It does not necessarily end with remarriage of the recipient. Term of rehabilitative alimony can be extended or be converted to permanent alimony if circumstances warrant.

Alimony can be ordered in periodic payments or in a lump sum. Courts can use lump sum alimony as part of balancing property division or as support. In either case, lump sum alimony is final. It is not modifiable and does not change if one party dies or the recipient remarries. Lump sum alimony can be cash or property.

Lump sum alimony does not have to be paid all at once. The court can order it be paid in installments, but it remains non-modifiable. If the court decides to award lump sum alimony, it must find other types of alimony unavailable or not appropriate. That means lump sum alimony is limited to special circumstances.

Alimony with periodic payments can usually be modified based on substantial change in circumstances. For example, if the recipient inherits wealth or gets a really good paying job, the recipient’s need may be reduced or eliminated. The legislature felt it important to specifically address one change that might not be so clear. Section 61.14 Florida Statutes states the court may reduce or eliminate alimony if the court finds that subsequent to divorce a supportive relationship has existed between the recipient and a person with whom the recipient resides.

The legislature does not want an alimony recipient continuing to receive alimony that would terminate with marriage when that termination is avoided by the artifice of living together and not getting married. The legislature treats that similarly to remarriage, but it does automatically end alimony. It may reduce or end alimony if the recipient’s need for alimony is reduced or eliminated.

The person paying alimony has the burden of proving a supportive relationship exists and the statute provides a list of factors to consider. Those factors include:

1. Extent the recipient and other person have held themselves out as married;
2. Length of time living together in same home;
3. Support received by the recipient from the other person;
4. Extent of valuable services performed by the recipient or other person for each other;
5. Whether the recipient and other person have worked together to enhance value of an asset or jointly purchased real property;
6. Evidence of express or implied agreement concerning support;
7. Whether recipient and other person proved support to the children of one another.

Florida law provides bases to extend, modify or terminate alimony early. That means alimony may not end as initially scheduled. It also means whenever there is an issue concerning alimony termination, good legal advice is essential. Alimony ends when it ends, but when it ends may only be known for sure through hindsight.

***William G. Morris is the principal of William G. Morris, P.A. William G. Morris and his firm have represented clients in Collier County for over 30 years. His practice includes litigation and divorce, business law, estate planning, associations and real estate. The information in this column is general in nature and not intended as legal advice.***