



4. The Respondent has long term health issues. He suffers from total muscle wastage at the base of his spine. He has not worked for 4 years and even though he is only 48 years of age, he says he may never work again. He receives Invalidity Benefit. He lives with a partner and her two children. He and his partner have separate bank accounts but, in effect, pool their resources. He pays rent to her when he can but the bank statements reveal that, in lieu of rent, he often pays household and family expenses for her and she does the same for him. Whilst the Respondent has been able to travel to England on several occasions, their lifestyle is modest. He has been paying for Sky TV but said he will be ceasing the subscription immediately. For the purposes of this note, that is sufficient detail of the parties' respective means.
5. The Application being for a variation of a Consent Order, the Applicant has first to establish grounds for doing so. The Court's approach to such applications is well established; see for example *CvC* [2007-08 GLR Note 13]. The ground relied upon by Advocate Wallis on behalf of the Applicant is that "*circumstances have changed in some material respect*".
6. The "*material respect*" relied upon is that the Respondent is now in receipt of Invalidity Benefit instead of the Sickness Benefit he was receiving at the date of the Consent Order. He is currently receiving £176.82 per week. The "*Benefit Payment & Contribution Rates for 2017*" published by States of Guernsey Social Security indicate that if he were still receiving Sickness Benefit, it would be at the rate of £147.07 per week.
7. I am persuaded that a change in the type of Benefit paid leading to an increase of £29.75 per week or 20% is sufficient to amount to a "*material change*" but I regard it as only just sufficient to do so.
8. Hence, I am persuaded to review the amount to be paid. Advocate Wallis advised that the order for nominal maintenance was not intended to be a permanent arrangement but only an interim measure until the Respondent's circumstances became clearer. However, that was not expressed in the Consent Order. Where an order for periodic payments is to be for an interim period only, it should state that it is interim and in what circumstances or at what date it might be reviewed.
9. Having regard to the parties' earlier agreement that when the Respondent was receiving Sickness Benefit only a nominal amount was to be paid, I take into account the amount of increased Benefit receivable. By applying CSA guideline principles I order that maintenance of £7.25 per week that is to say approximately 25% of the amount of the increase be paid.
10. In doing so, I disregarded the fact that I was told the Applicant will be no better off because her Supplementary Benefit will be reduced by an equivalent amount; a father has an obligation to maintain his children.
11. I note that the Respondent indicated he is not claiming some benefits to which he is entitled such as medical expenses as he feels others are more deserving. He must understand that he has a right to receive the benefits to which he is entitled; it is not a form of charity which he might be reluctant to claim.