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FAMILY LAW
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The Texas Legislature made several amendments to the Texas Family Code this last regular session, and while family law attorneys are trying to keep up with updates that took effect September 1, 2025, they may also want to pay attention to some significant rulings issued by the courts in 2025 that will also have an impact on their family law practice.

Begala v. Begala

For example, in *Begala v. Begala,*[1] the court finally gives divorce attorneys clear guidance on what constitutes "cohabitation" for purposes of terminating spousal maintenance under Texas Family Code Section 8.056. Under that statute, a former spouse may ask the court to terminate their spousal maintenance obligation if the receiving party "cohabits with another person with whom the [receiving party] has a dating or romantic relationship in a permanent place of abode on a continuing basis."

After analyzing the history of the spousal maintenance statute, the interpretation of the term "cohabitation" in other legal contexts, and a review of its application in other states, the court held that the receiving party does not have to intend to live permanently with the person with whom they are in a relationship—it just has to be a permanent place of abode, i.e., a house versus a hotel room.

The court also held that any period of time longer than 60 days is a "continuing basis." Additionally, the definition of "cohabitation" is just living together; there does not have to be an intent to be living as a married couple, as this would veer into the common law marriage analysis.

In Re J.Y.O

In the *In Re J.Y.O.*[2] case, the Supreme Court offers guidance in the characterization of assets in two common scenarios: (1) the payment of a bonus after divorce that was earned during the marriage; and (2) the characterization of a marital residence that was separate property but refinanced during the marriage.

With regards to the bonus, the court reversed the court of appeals' decision and confirmed that the question is when a bonus is earned, not when all contingencies for payment have been met, so the bonus paid after the divorce was finalized was a community asset to be divided by the court.

With regards to the marital residence, the husband owned the property prior to the parties' marriage, but as part of the refinance of the mortgage during the parties' marriage, a deed was signed with both parties named as grantees, and both parties signed the deed of trust as "borrower."

Although the husband testified that he had not intended to give the wife a gift of ownership of the house and thought it was "strange" that her name was on the deed at closing, the court ruled that to overcome the gift presumption, the husband would have to put on evidence clearly establishing there was no intention to make a gift. In this case, his mere assertions that it was not his intent were not sufficient. The court confirmed the ruling of the lower court that the parties each owned 50% of the property as their separate property.

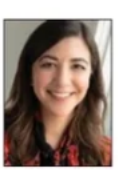
In the Interest of C.K.M., a Child

Finally, in a case that poses as a warning to family law matters that do not end with a standard divorce decree, the Supreme Court ruled in *In the Interest of C.K.M., a Child*[3] that a ruling of the court that terminated the temporary orders, relieved the ad litem of their duties, and directed the clerk to remove the case from the docket was not a "final order" for purposes of plenary power and the running of appellate deadlines.

There must be a "host of indicia" of finality, meaning more than one phrase that we associate with final orders, such as disposing of all claims and all parties, reciting that the order is a "final order and appealable," etc. Otherwise, the order is not a final one.

NOTES

1. No. 01-24-00734-CV (Tex. App.—Houston Aug. 26, 2025).
2. 709 S.W.3d 485 (Tex. 2024).
3. 24-0267 (Tex. 2025).



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