

***STANDARD CLAUSES***

***FOR ORDERS IN***

***FAMILY PROCEEDINGS***

**VERSION 5**

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## NOTE TO USERS

### USE OF BRACKETS

The present use of all brackets demands that the user fill in the areas with the relevant information.

[ ]	Square Brackets	<p>Indicates a choice to be made from information in Registry:</p> <p>Examples:</p> <ul style="list-style-type: none"><li>- [specify Party Name]</li><li>- [Judge]</li></ul>
( )	Round Brackets	<p>Indicates a choice to be made from a list:</p> <p>Examples:</p> <ul style="list-style-type: none"><li>- (is/are)</li><li>- (his/her)</li><li>- (sworn/affirmed)</li><li>- (by teleconference;/by video;/blank) - “blank” confirms you don’t need the option(s)</li></ul> <p>It can also indicate a choice to use the singular or plural of a word:</p> <p>Examples:</p> <ul style="list-style-type: none"><li>- Lawyer(s)</li><li>- number(s)</li><li>- paragraph(s)</li></ul>



<p>{ }</p>	<p>Curved Brackets</p>	<p>Indicates a free form text where a person can supply additional information not found in Registry or file:</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>- {specify conditions}</li> <li>- {specify assets}</li> <li>- {insert full legal description}</li> </ul> <p>It can also indicate an area of the clause which may be ignored entirely if not appropriate to the case:</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>- {(and/blank) {name of school} where {specify Child(ren)'s Name(s)/Birthdate(s)} (is/are) in attendance}</li> <li>- {subject to the following conditions: specify}</li> </ul>
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# STANDARD CLAUSES

## FOR ORDERS IN

### FAMILY PROCEEDINGS

#### A. PREAMBLE

##### DATE AND PLACE OF HEARING

AA-1<sup>1</sup> This matter having proceeded at [specify Queen's Bench Court Complex and address in full including postal code] (at the request of ([specify Party Name]/{specify name}/blank) {specify hearing date(s) and whether the matter was put over to this date for decision<sup>2</sup>};

##### NATURE OF PROCEEDINGS

AB-1 This matter being a request for (an Interim Order/a Final Order/summary judgment on {specify issue(s)}/{specify type of Order}) by [specify Party Name];

AB-2<sup>3</sup> This matter being a request by [specify Party Name] for variation of the (an Interim Order/a Final Order/{specify type of Order}) pronounced [Date] by [specify Judge] (and subsequently varied by Variation Order pronounced

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<sup>1</sup>The term "matter" includes a range of proceedings before the Court such as motions, applications, case conferences/pre-trials, trials, oral/uncontested hearings and support enforcement hearings.

<sup>2</sup>For use where matter is heard but the decision is given on a later date. The date of the Order will be the date of the decision.

<sup>3</sup>This clause must specify all prior Variation Orders and Recalculated Child Support Orders.

[Date] by [specify Judge]/blank) (and subsequently recalculated by the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer]/blank);

AB-3<sup>4</sup> This request for variation being made within 30 days of notice of a Recalculated Child Support Order pursuant to (subsection 39.1(5) of *The Family Maintenance Act*/subsection 25.1(4) of the *Divorce Act*);

AB-4 This matter being a (support/support variation) application made by [specify Party Name] of {specify province, territory, state, country, etc.};

AB-5 This matter being a request by [specify Party Name] for confirmation of the Provisional Variation Order pronounced [Date] by {specify Judge's name or Court} of {specify Province or Territory} pursuant to the *Divorce Act*;

AB-6 This matter being a request by [specify Party Name] for a Provisional Variation Order pursuant to the *Divorce Act*;

AB-7 This matter being a request by [specify Party Name] for a (Provisional Order/Provisional Variation Order) pursuant to *The Inter-jurisdictional Support Orders Act*;

AB-8 This matter being a request by [specify Party Name] that payment of support arrears be determined by this Court as a result of (him/her) having been

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<sup>4</sup>This clause must be used when a party is seeking to vary a child support Order within 30 days of being notified of a Recalculated Child Support Order.

served with notice of possible licence suspension pursuant to *The Highway Traffic Act*;

AB-9 This matter being a motion by [specify Party Name] opposing confirmation of the Report on Family Property Act Accounting delivered [Date] by [specify Master];

AB-10 This matter being a request by [specify Party Name] for {specify nature of proceeding and relief sought};

### **PARTIES DIVORCED**

AC-1<sup>5</sup> [Specify Party Name] and [specify Party Name] having been divorced by Divorce Judgment pronounced this date;

AC-2<sup>6</sup> [Specify Party Name] and [specify Party Name] having been divorced by Divorce Judgment pronounced {specify [Date]};

### **ATTENDANCES**

AD-1 In the presence of: {insert and number the appropriate AD-1 sub-clause(s)};

AD-1.1 {specify Lawyer}, counsel for [specify Party Name] (, by telephone/, by video/blank);

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<sup>5</sup>For use in any Final Order with *Divorce Act* relief sought, or granted, concurrently with a Divorce Judgment (e.g. at an affidavit or oral hearing).

<sup>6</sup>For use in those unusual situations where a Final Order with *Divorce Act* relief is granted on a date after the pronouncement of a Divorce Judgment.

AD-1.2 Crown Counsel (./blank) {if appropriate, specify name or agency} (, by telephone/, by video/blank) (on behalf of/blank);

AD-1.3 [specify Party Name] (, acting on (his/her) own behalf/blank) (, by telephone/, by video/blank);

AD-1.4 {specify others if necessary};

### **NON-APPEARANCES**

AE-1 [Specify Party Name] not appearing although served {specify details if needed};

AE-2 No one appearing for [specify Party Name];

AE-3 No one appearing for either party on this matter;

### **DEFAULT NOTED**

AF-1 [Specify Party Name] having been noted in default;

### **DOCUMENTS/EVIDENCE**

AG-1 The following (documents/evidence/documents and evidence) (having been filed/being relied on) in support of this matter: {insert and number the appropriate AG-1 sub-clause(s)}

AG-1.1 the (Affidavit/Certificate/Acceptance) of Service on ([specify Party Name]/{specify name}/the Director of Assistance/the Director of Child and Family Services)((sworn/affirmed)[Date]/blank);

- AG-1.2 the Affidavit of ([specify Party Name]/{specify name}),  
(sworn/affirmed) [Date];
- AG-1.3 the Transcript of the Cross-Examination of [specify Party Name]  
conducted on [Date];
- AG-1.4 the written evidence in support of the application for a Protection  
Order by [specify Party Name] and the transcript of the evidence  
given on [Date];
- AG-1.5 the [specify name of Order] pronounced [Date] by {specify Judge's  
name or Court} (blank/of the {specify court or jurisdiction});
- AG-1.6<sup>7</sup> the (support/support variation) application of [specify Party Name];
- AG-1.7 the Recalculated Child Support Order pronounced [Date] by [specify  
Support Determination Officer];
- AG-1.8 Certificate(s) of Birth of {specify child(ren)'s name(s)/birthdate(s)};
- AG-1.9 {specify other document(s)};
- AG-2 Upon considering the (evidence presented and submissions made/blank) {if  
different than the previous words, specify as required - examples: pleadings,  
material filed, evidence presented, submissions made, a party's request for  
an adjournment, etc.} in this matter;

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<sup>7</sup>For inter-jurisdictional support Order applications only.

## CONSENT

AH-1 ([Specify Party Name]/ [specify Party Name] and [specify Party Name]/{and specify other name}) having consented to the content (of {specify paragraph(s) number(s) if only part of the Order is consented to}/blank) of this Order (blank/on the record {specify nature of proceedings if necessary});

## B. HEADINGS - NAME OF THE STATUTE<sup>8</sup>

- BA-1 THIS COURT ORDERS pursuant to the *Divorce Act* that:
- BA-2 THIS COURT ORDERS pursuant to *The Family Maintenance Act* that:
- BA-3 THIS COURT ORDERS pursuant to *The Child and Family Services Act* that:
- BA-4 THIS COURT ORDERS pursuant to *The Court of Queen's Bench Act* and *Rules* that:
- BA-5<sup>9</sup> THIS COURT ORDERS pursuant to *The Inter-jurisdictional Support Orders Act* of Manitoba (,/and/blank) (*The Family Maintenance Act* of Manitoba/blank) {and the appropriate support legislation of the reciprocating jurisdiction} that:
- BA-6 THIS COURT ORDERS pursuant to *The Law of Property Act* that:
- BA-7 THIS COURT ORDERS pursuant to *The Family Property Act* that:
- BA-8 THIS COURT ORDERS pursuant to *The Child Custody Enforcement Act* that:
- BA-9 THIS COURT ORDERS pursuant to *The Real Property Act* that:
- BA-10 THIS COURT ORDERS pursuant to *The Married Women's Property Act* that:

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<sup>8</sup>A separate clause is needed for Orders made under each Act.

<sup>9</sup>For use in an Order or Provisional Order under *The Inter-jurisdictional Support Orders Act*.



BA-11 THIS COURT ORDERS pursuant to *The Domestic Violence and Stalking Act* that:

BA-12 THIS COURT ORDERS pursuant to *The Homesteads Act* that:

BA-13 THIS COURT ORDERS pursuant to {specify legislation} that:

## C. PROCEDURAL

### NOTICE

CA-1 This matter shall proceed without notice;

CA-2 This matter shall proceed on short notice;

### LEAVE

CB-1 [Specify Party Name] is granted leave to {specify as directed by the Court};

CB-2 [Specify Party Name] is granted leave to have (his/her) matter heard prior to (the first case conference/attendance at the For the Sake of the Children Parent Information Program);

### COUNSEL

CC-1 {Specify Lawyer/Law Firm} is (allowed to withdraw/appointed) as the lawyer of record for [specify Party Name];

CC-2 {Specify Lawyer} is (appointed/allowed to withdraw) as lawyer for the child(ren), {specify child(ren)'s name(s)/birthdate(s)} (and the child(ren) shall have the right to provide instructions/blank);

CC-3 {Specify Lawyer} is appointed as a friend of the Court to assist the Court in determining the best interests of the child(ren), {specify child(ren)'s name(s)/birthdate(s)} {including conveying the child(ren)'s wishes} (and for such purpose may/blank) {if required, specify as directed by the Court};

CC-4 {Specify name} is (appointed/removed as) litigation guardian for ([specify Party Name]/{child(ren)'s name(s)/birthdate(s)});

## **DEFAULT**

CD-1 Default noted [Date] is set aside;

CD-2 [Specify Party Name] shall file an Answer no later than {specify date};

## **SEVERANCE**

CE-1 The issue(s) of {specify issue(s)} shall be determined before trial {if necessary, specify as directed by the Court};

CE-2 The issue(s) of {specify issue(s)} (shall be/are) severed and determined (separately from the remaining issues {if necessary, specify as directed by the Court}/by summary judgment);

## **AMENDMENT**

CF-1 The (title of proceedings/blank) {if appropriate specify document title and date} is amended as follows: {insert and number a separate CF-1.1 sub-clause for each amendment specified};

CF-1.1 {specify each amendment separately with all its relevant details};

## CONSOLIDATION/JOINED HEARING

CG-1<sup>10</sup> Court of Queen's Bench Family Division file numbers {specify court file numbers} are consolidated under file number {specify court file number} {specify purpose if directed by the Court};

CG-2<sup>11</sup> The issues (of {specify issues}/blank) in Court of Queen's Bench file number {specify court file number} shall be (heard together/heard consecutively) with the issues (of {specify issues}/blank) in Court of Queen's Bench file number {specify court file number} (blank/and for such purposes {insert and number the appropriate CG-2 sub-clause(s)}):

CG-2.1 the evidence heard shall be applied to both proceedings;

CG-2.2 the evidence in {specify court file number} shall be heard first and be the evidence in {specify court file number} with such further evidence in {specify second court file number} then being heard, and being evidence in {specify first court file number};

CG-2.3 the (issue/issues) of {specify issue(s)} in {specify court file number} (is/are) stayed until {specify date or event};

CG-2.4 where a proceeding is respecting issues under Part II, III or V of *The Child and Family Services Act*, the proceeding shall be closed

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<sup>10</sup>See *Queen's Bench Rule 6*. For use where files are consolidated into one file. This may happen where there is more than one Family Division proceeding between the same parties or where files were transferred from one centre to another.

<sup>11</sup>See *Queen's Bench Rule 5*. For use where two or more proceedings are to be heard at the same time. Separate files are maintained for each proceeding.

to the public and the provisions of *The Child and Family Services Act* respecting confidentiality shall apply;

CG-2.5 {specify other conditions if necessary};

## **TRANSFER**

CH-1 This matter is transferred to [specify Queen’s Bench Court Complex and address in full including postal code];

## **ADDITIONAL FILING**

CI-1 [Specify Party Name] (shall/may) file (a/an) {specify document(s) and, if appropriate, conditions or requirements for service as directed by the Court};

## **EXPUNGEMENT**

CJ-1 The (blank/following parts of the) {specify name and date of document} (is/are) expunged (;:){if required, insert and number the appropriate CJ-1 sub-clause(s)}

CJ-1.1 paragraph(s) {specify paragraph number(s)};

CJ-1.2 part of paragraph {specify paragraph number} beginning with the words “{specify to make the expunged portion clear}” and ending with the words “{specify to make the expunged portion clear}”;

CJ-1.3 exhibit(s) {specify exhibit(s)};

CJ-1.4 {specify other parts of the document if necessary};

## **STRIKING**

CK-1 The {specify name(s) and date(s) of document(s)} (is/are) struck from the court file {specify as directed or on the conditions set out by the Court};

## **ATTENDANCE REQUIRED**

CL-1 [Specify Party Name] (shall/need not) attend (at the For the Sake of the Children Parent Information Program/{specify other});

## **DISMISSAL**

CM-1 The (claim/claims) for {specify} in the (Notice of Motion/{specify initiating pleading<sup>12</sup>}) (of {specify Party Name}/blank) (filed on [Date]/blank) (is/are) dismissed;

CM-2 The (Notice of Motion/{specify initiating pleading<sup>13</sup>}) of {specify Party Name} (filed on [Date]/blank) is (blank/for {specify nature of motion}) dismissed (blank/and all Orders granted pursuant to it are of no further force and effect);

CM-3<sup>14</sup> The Notice of Motion to Vary seeking to (vary/rescind/suspend) child support in the [specify name of Order] pronounced [Date] by [specify Judge] is dismissed and the Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer], is confirmed and the

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<sup>12</sup>The term “initiating pleading” includes documents such as Petitions for Divorce, Petitions, Answers, Notices of Application, Notices of Motions to Vary. See Queen’s Bench Rule 70.01 for a non-exhaustive list of initiating pleadings.

<sup>13</sup>See footnote 12.

<sup>14</sup>For use where the Notice of Motion to Vary was brought within 30 days of notification of a Recalculated Child Support Order because a party did not agree with the recalculated amount of support.

recalculated child support amount in that Order, in the amount of {specify amount} payable {specify payment frequency, date and installment amount}, commences on {specify commencement date contained in the Recalculated Child Support Order};

CM-4<sup>15</sup> The motion of [specify Party Name] for summary judgment on (all claims in the {specify initiating pleading}/{specify applicable issue(s)}) is (granted/dismissed);

### **WARRANT CANCELLATION**

CN-1 The Warrant for Arrest issued by [specify Judge or Master] on [Date] is cancelled;

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<sup>15</sup> When summary judgment is only granted on some issues in a proceeding, this clause must be used with clause CE-1 or CE-2 regarding severance and separate clauses used for those issues where summary judgment granted and dismissed. The Order would then go on to state the substantive order granted pursuant to the applicable legislation (e.g. partition or sale).

## D. PROTECTIVE RELIEF

### UNDER *THE FAMILY MAINTENANCE ACT*

#### Restricted Contact or Communication

DA-1 [Specify Party Name] shall not contact or communicate with [specify Party Name]; (/:) {insert and number the appropriate DA-1 sub-clause(s)}

DA-1.1 at (his/her) place of work or employment;

DA-1.2 between the hours of {specify time period};

DA-1.3 more than {specify number} time(s) (daily/weekly);

DA-1.4 {specify prohibited means of contact and communication};

DA-1.5 except {specify exceptions for approved means and purposes of contact and communication};

#### Peace Officer Assistance

DB-1 All sheriffs, deputy sheriffs, constables and other peace officers within Manitoba shall do all such acts as may be necessary to enforce paragraph(s) {specify paragraph number(s) for civil protective relief} of this Order. For such purposes they, and each of them, are given full power and authority to enter upon any lands and premises whatsoever to enforce those terms;



## **UNDER THE DOMESTIC VIOLENCE AND STALKING ACT**

### **No Following**

DC-1 [Specify Party Name] shall not follow [specify Party Name] (or/blank) {specify child(ren)'s name(s)/birthdate(s) in his/her custody, other individual(s) or group(s) of persons} from place to place;

### **No Contact or Communication**

DD-1 [Specify Party Name] shall not, directly or indirectly, communicate with or contact [specify Party Name] (or/blank) {specify child(ren)'s name(s)/birthdate(s) in his/her custody, other individual(s) or group(s) of persons}{;:) {insert and number a separate DD-1 sub-clause for each specified exception}

DD-1.1<sup>16</sup> except {specify exceptions for approved means and purposes of contact and communication};

### **Other Prohibitions**

DE-1 [Specify Party Name] shall not attend at (or near/or within/blank) {specify distance if appropriate} (of/blank) or enter any place where [specify Party Name] (or/blank) {specify child(ren)'s name(s)/birthdate(s) in his/her custody, other individual(s) or group(s) of persons}: {insert and number the appropriate DE-1 sub-clause(s)}

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<sup>16</sup> This exception can be used when a Prevention Order is granted or when a Protection Order is being varied by a Court of Queen's Bench Judge.

- DE-1.1 resides (, including/blank) {specify address in full if appropriate};  
(or/blank)
- DE-1.2 regularly attends (, including/blank) {specify place and address in full  
if appropriate}; (or/blank)
- DE-1.3 works or carries on business (, including/blank) {specify place and  
address in full if appropriate};
- DE-2 [Specify Party Name] shall not enter or remain in any place where [specify  
Party Name] (or/blank) {specify child(ren)'s name(s)/birthdate(s) in his/her  
custody, other individual(s) or group(s) of persons} happen(s) to be;

### **Exceptions to Certain Clauses<sup>17</sup>**

- DE-3 Despite paragraph(s) {specify paragraph(s)} (blank/of the Protection Order  
granted by [specify Judicial Justice of the Peace] on [Date]), [specify Party  
Name] may attend, where [specify Party Name] is present, {insert and  
number the appropriate DE-3 sub-clause(s)}
- DE-3.1 any court proceeding in which [specify Party Name] is a party or an  
accused person;

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<sup>17</sup>On an application to set aside a Protection Order a Judge can, subject to certain restrictions, order exceptions to Protection Order clauses. See subsections 7(1), (1.1) and (1.2) and 12(1) of *The Domestic Violence and Stalking Act*.

- DE-3.2 mediation by court referral or an assessment, investigation or evaluation ordered by a Court, in relation to custody, access or a related family matter;
- DE-4 While attending a proceeding pursuant to {specify paragraph(s)}, [specify Party Name] shall: {insert and number the appropriate DE-4 sub-clause(s)}
- DE-4.1 remain at least {specify distance} metres<sup>18</sup> away from [specify Party Name] at all times;
- DE-4.2 refrain from communicating with [specify Party Name], except in the presence and with the approval of the Judge, Master or other officer of the Court in a court proceeding, or of the mediator, assessor, investigator or evaluator;
- DE-4.3 not remain in any location where [specify Party Name] would be alone with [specify Party Name];
- DE-4.4 {specify different conditions restricting the party's conduct as ordered by the presiding Judge or Master in a court proceeding};

### **Peace Officer Assistance**

- DF-1 All sheriffs, deputy sheriffs, constables and other peace officers within Manitoba shall do all such acts as may be necessary to enforce

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<sup>18</sup>Subsection 7(1.1) of *The Domestic Violence and Stalking Act* requires a party to remain at least two metres away from another party, while attending court, mediation, etc. where the other party is present. Pursuant to subsection 7(1.2), a Judge or Master may make a different order restricting the party's conduct.

paragraph(s) {specify paragraph number(s) for no contact or communication, prohibition and other clauses to be enforced} of this Order. For such purposes they, and each of them, are given full power and authority to enter upon any lands and premises whatsoever to enforce those terms;

DF-2 A peace officer shall (immediately/within) {specify period of time} remove [specify Party Name] from the residence located at {specify address in full};

DF-3 A peace officer shall within {specify period of time} accompany ([specify Party Name] /{specify name}) to {specify address in full} to supervise the removal of the following personal property:

{list property};

DF-4 [Specify Party Name] shall deliver up to a peace officer: {insert and number the appropriate DF-4 sub-clause(s)}

DF-4.1 any firearm and ammunition that [specify Party Name] possesses (believed to be located at/blank) {specify address in full if appropriate};

DF-4.2 the weapon(s) that [specify Party Name] possesses including {specify weapons}(believed to be located at/blank){specify address in full if appropriate};

and in the event [specify Party Name] does not do so, any peace officer may, for the purpose of seizing the items, enter and search any place where

the officer has reason to believe the items are located with such assistance and force as are reasonable in the circumstances;

DF-5<sup>19</sup> A peace officer shall seize the following property of [specify Party Name] used in furtherance of (domestic violence/stalking):

{describe property (generally and specifically)} (believed to be located at/blank) {specify address in full if appropriate};

and a peace officer shall seize the property. The property shall not be disposed of until {specify date or event}, but shall otherwise be dealt with/which shall be disposed of) in accordance with the *Domestic Violence and Stalking Regulation*;

### **Compensation<sup>20</sup>**

DG-1 [Specify Party Name] shall (immediately/by) {if appropriate, specify a date} pay [specify Party Name] the following compensation for monetary losses suffered by (him/her) (or by (his/her) (child/children)/blank):

DG-1.1 {specify amount and nature of compensation};

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<sup>19</sup>Examples of property (generally and specifically): all camera and photography equipment; Honda Accord, Licence #; etc.

<sup>20</sup>Examples of compensation for monetary losses: loss of income, expenses relating to new accommodations, moving, counselling, therapy, medicine and other medical requirements, security measures, legal fees and other costs relating to making an application under this Act.

## **Counselling**

DH-1 [Specify Party Name] shall obtain counseling and/or therapy and shall provide written confirmation to the Court from the counselor or therapist once (he/she) has done so:

DH-1.1 {specify terms and conditions};

## **Bond**

DI-1 To secure (his/her) compliance with the terms of this Order, [specify Party Name] shall (immediately/by) {if appropriate, specify a date}: {insert and number the appropriate DI-1 sub-clause(s)}

DI-1.1 give security in the form of a bond approved by the Master and furnished by a person authorized under *The Insurance Act* to enter into a contract of guarantee insurance in the sum of {specify amount};

DI-1.2 give security in the form of a personal bond approved by the Master in the sum of {specify amount} with {specify names(s) of surety/sureties} as (surety/sureties) (without a cash deposit/with a cash deposit of) {specify amount};

DI-1.3 give security in the form of a personal bond approved by the Master, without sureties, in the sum of {specify amount} (without a cash deposit/with a cash deposit of) {specify amount};

## Driver's Licence Prohibitions

- DJ-1 Any licence or permit issued to [specify Party Name] under *The Highway Traffic Act* is suspended;
- DJ-2 [Specify Party Name] is disqualified from (applying for or holding a licence or permit under *The Highway Traffic Act*/operating a motor vehicle);
- DJ-3 No licence or permit under *The Highway Traffic Act* shall be issued to or renewed by [specify Party Name];
- DJ-4 The provision in the [specify name of Order] pronounced [Date] by [specify Judge] (suspending any licence or permit issued to [specify Party Name] under *The Highway Traffic Act*/disqualifying [specify Party Name] from applying for or holding a licence or permit under *The Highway Traffic Act*/disqualifying [specify Party Name] from operating a motor vehicle) is terminated;
- DJ-5 The provision in the [specify name of Order] pronounced [Date] by [specify Judge] prohibiting the issuance or renewal of a licence or permit under *The Highway Traffic Act* to [specify Party Name] is terminated;

## Publication Bans<sup>21</sup>

- DK-1 No person shall publish or broadcast, or cause to be published or broadcast, in a media report, the name(s) of {specify name(s) of one or both parties and/or a witness in the proceeding} or any information likely to identify

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<sup>21</sup>For use with Orders under subsection 21(1) or (1.1) of *The Domestic Violence and Stalking Act*.

{specify name of party seeking protective relief and/or the name of a witness in the proceeding};

DK-2 No person shall publish or broadcast, or cause to be published or broadcast, in a media report, the name(s) of {specify child(ren)'s name(s)/birthdate(s)}, or any information likely to identify {specify child(ren)'s name(s)/birthdate(s)};

### **Return of Seized Property to Third Party Owners**

DL-1 {Specify name(s) of third party owner(s)} having satisfied the Court that (he/she/they) (is/are) the owner(s) of the following property seized from [specify Party Name]:

{list seized property};

the property shall be returned to {specify name(s) of third party owner(s)} on the following condition(s): {insert and number the appropriate DL-1 sub-clause(s)}

DL-1.1 the property shall not be sold, given, loaned or otherwise released or returned to [specify Party Name];

DL-1.2 {specify any other conditions imposed by the Court to ensure the safety of the party alleging stalking/domestic violence, and to remedy the domestic violence/stalking};



## Return of Seized Property to Third Party Security Holders

DM-1            {Specify name(s) of third party security holder(s)} having satisfied the Court that (he/she/they/it) (has/have) a security interest in the following property seized from [specify Party Name]:

                  {list seized property};

the property shall be released to {specify name(s) of third party security holder(s)} on the following condition(s): {insert and number the appropriate DM-1 sub-clause(s)}

DM-1.1            the property shall not be sold, given, loaned or otherwise released or returned to [specify Party Name];

DM-1.2            upon disposition of the property, {specify name(s) of third party security holder(s)} shall, after satisfaction of the security interest, pay the expenses of the Sheriff relating to the seizure, storage and repair of the property;

DM-1.3            {specify any other conditions imposed by the Court to ensure the safety of the party alleging stalking/domestic violence, and to remedy the domestic violence/stalking};

## Property

DN-1 [Specify Party Name] shall have the exclusive right to use and possess the following:

{list items of property}

(until further order of the Court/blank);

DN-2 [Specify Party Name] shall deliver the following items now in (his/her) possession to [specify Party Name]:

{list items of property}

by {specify manner of delivery consistent with the other provisions of the Order};

DN-3 [Specify Party Name] shall not damage, convert, sell or part with the possession of and shall preserve (all/the following) property in (his/her) possession in which [specify Party Name] (has/may have) an interest (, including:/blank)

{list property if appropriate};

DN-4 [Specify Party Name] shall not take or damage any property in the possession or under the control of [specify Party Name];

## E. STATUS

### NON-COHABITATION

EA-1<sup>22</sup> [Specify Party Name] and [specify Party Name] shall no longer be bound to cohabit with one another;

### PARENTAGE

EB-1 [Specify Party Name] is granted leave to obtain blood tests or other genetic tests (namely/blank) {specify test if appropriate} of [specify Party Name] and {specify child(ren)'s name(s)/birthdate(s)} respecting (paternity/maternity) of {specify child(ren)'s name(s)} and to submit the results in evidence;

EB-2 The cost of testing for (paternity/maternity) shall be paid as follows: {specify payment terms};

EB-3<sup>23</sup> [Specify Party Name], born {specify birthdate} in {specify the location, province/state and country}, (is/is not) the (father/mother) of {specify child(ren)'s name(s)/birthdate(s)};

### LOCO PARENTIS/STAND IN PLACE OF A PARENT

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<sup>22</sup>This clause does not apply to common-law partners. Only married parties have an obligation to cohabit with one another.

<sup>23</sup>Declarations of paternity and maternity are made in Final Orders only. A declaration of parentage provision should be preceded by the heading "THIS COURT DECLARES pursuant to *The Family Maintenance Act*". Any other orders made under that Act would follow heading BA-2 and be contained in a separate clause.

EC-1 [Specify Party Name] (does/does not) stand in the place of a parent to {specify child(ren)'s name(s)/birthdate(s)};

### **NULLITY OF MARRIAGE**

ED-1 The marriage of [specify Party Name] and [specify Party Name], which took place on [Date] at {specify location}, in {specify the province/state and country}, is null and void effective {specify date};

### **PERIOD OF COHABITATION**

EE-1 [Specify Party Name] and [specify Party Name]: {insert and number the appropriate EE-1 sub-clause(s)}

EE-1.1 commenced cohabiting (in a common-law relationship/blank) on {specify date};

EE-1.2 ceased cohabiting (in a common-law relationship/blank) on {specify date};

## F. OCCUPANCY AND POSTPONEMENT OF SALE

### OCCUPANCY

FA-1 [Specify Party Name] has the right to occupy the family residence located at {specify street address in full}, and [specify Party Name] no longer has the right to occupy the family residence effective (immediately/{specify date}) until the rights of either or both as (owner(s)/lessee(s)) are terminated;

### ORDER TO VACATE

FB-1 [Specify Party Name] shall vacate the family residence located at {specify street address in full}, on or before {specify date};

### POSTPONEMENT OF SALE

FC-1<sup>24</sup> The rights that [specify Party Name] may have to (apply for partition or sale/sell or otherwise dispose/dispose) of the family residence shall be postponed subject to the right of occupancy of [specify Party Name] (until/blank){specify date};

### ACCESS TO PROPERTY

FD-1 [Specify Party Name] shall allow (a real estate appraiser/a real estate agent/{specify other individual}) to enter the buildings and grounds located at {specify address in full} for purposes of {specify purpose such as

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<sup>24</sup>This clause only applies if sole occupancy is granted.

preparing an appraisal report, obtaining an individual's personal effects}  
(provided that {specify any notice or other conditions}/blank);

FD-2 [Specify Party Name] shall give all of the keys to the property located at {specify address in full} that are in (his/her) possession or control to ([specify Party Name]/{specify other individual}) (on/by) {specify day and time if applicable}.

## **G. CONTEMPT, FINES, PENALTIES, ETC.**

### **FINDINGS**

GA-1 [Specify Party Name] is in contempt of the [specify name of Order] pronounced [Date] by [specify Judge] for breaching paragraph(s) {specify paragraph number(s)} (by/blank) {include details of contempt, if appropriate};

GA-2 [Specify Party Name] (is/is not) in (willful default/default) of support payments pursuant to the [specify name of Order] pronounced [Date] by [specify Judge];

GA-3 [Specify Party Name] cannot make payments on the arrears set out in the previous paragraph(s) of this Order at this time (;/ and requires reasonable time to:) {if required, insert and number the appropriate GA-3 sub-clause(s)}

GA-3.1 obtain counsel;

GA-3.2 provide the (Court/Designated Officer, Maintenance Enforcement Program) with {specify the financial or other information required};

GA-3.3 {specify as directed by the Court};

### **FINES**

GB-1 [Specify Party Name] is fined {specify amount}, which amount shall be paid to the Minister of Finance, Accounting Department, Winnipeg Courts, Main

Floor, 408 York Avenue, Winnipeg, Manitoba, R3C 0P9, on or before {specify date};

## **PENALTIES**

GC-1 [Specify Party Name] shall pay [specify Party Name] {specify amount} on or before {specify date} as a penalty for {specify reason<sup>25</sup>};

## **IMPRISONMENT**

GD-1 [Specify Party Name] shall be imprisoned for a period of {specify number of days or “time served”}(;/:) {if required, insert and number the appropriate GD-1 sub-clause)}

GD-1.1 to be served concurrently with the period of imprisonment ordered on this day in proceedings in the Court of Queen’s Bench Family Division, file number {specify other court file number};

GD-1.2 to be served intermittently commencing {specify day of the week} {specify date} at {specify time} to {specify day of the week} {specify date} at {specify time} and every consecutive {specify day of the week} to {specify day of the week} thereafter until the completion of the sentence. [Specify Party Name] shall first report to the (Winnipeg Remand Centre, 141 Kennedy Street, Winnipeg, Manitoba, R3C 4N5/{specify other location}), and thereafter as directed by Corrections;

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<sup>25</sup>Example: failure to provide financial disclosure.



GD-1.3 to be served intermittently during the following periods:

{specify the commencement and termination time, day and date of each non-consecutive period of time to be served}. [Specify Party Name] shall first report to the (Winnipeg Remand Centre, 141 Kennedy Street, Winnipeg, Manitoba, R3C 4N5/{specify other location}), and thereafter as directed by Corrections;

## **BAIL**

GE-1 The sum of {specify amount}, representing bail money paid by [specify Party Name] in the {specify location} Court office, shall be forfeited to the Designated Officer, Maintenance Enforcement Program, to be applied to (his/her) account with [specify Party Name], file {specify Maintenance Enforcement Program file number};

## H. CHILD SUPPORT RECALCULATION SERVICE

### MANDATORY RECALCULATION PROVISIONS<sup>26</sup>

#### Table support

- HA-1 The table amount of child support in the [specify name of Order] pronounced [Date] by [specify Judge] shall be recalculated by the Support Determination Officer of the Child Support Recalculation Service;
- HA-2 The table amount of child support in this Order shall be recalculated by the Support Determination Officer of the Child Support Recalculation Service;
- HA-3<sup>27</sup> If [specify Party Name] or [specify Party Name] fails to comply with the Support Determination Officer's request for financial disclosure of updated income information, the Support Determination Officer shall, for the purposes of recalculation, deem disclosure of updated income information in accordance with subsections 24.8(1.1) and (1.2) of the *Child Support Guidelines Regulation* and recalculate the order using the deemed income amount;

#### Special and extraordinary (section 7) expenses

- HA-4 The special or extraordinary expense payable for {specify child(ren)'s name(s)/birthdate(s)} for the section 7(1) {specify category} expense in the [specify name of Order] pronounced [Date] by [specify Judge] shall be

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<sup>26</sup>Use clauses VH-1 and VH-2 when dealing with the service of a Recalculated Child Support Order.

<sup>27</sup>Required when a Recalculated Child Support Order is made respecting *Divorce Act* child support.

recalculated by the Support Determination Officer of the Child Support Recalculation Service based on the amount of the expense in proportion to the respective incomes of the parties that are above the threshold income below which no child support is payable pursuant to the Manitoba Table of the *Child Support Guidelines*;

HA-5 The special or extraordinary expense payable for {specify child(ren)'s name(s)/birthdate(s)} for the section 7(1) {specify category} expense in this Order shall be recalculated by the Support Determination Officer of the Child Support Recalculation Service based on the amount of the expense in proportion to the respective incomes of the parties that are above the threshold income below which no child support is payable pursuant to the Manitoba Table of the *Child Support Guidelines*;

HA-6<sup>28</sup> If [specify Party Name] or [specify Party Name] fails to comply with the Support Determination Officer's request for financial disclosure of the current amount of any special or extraordinary expenses, the Support Determination Officer shall, for the purposes of recalculation, deem the expense to be zero in accordance with subsection 24.8 (1.3) of the *Child Support Guidelines Regulation* and recalculate the order using the deemed expense amount;

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<sup>28</sup>For use when a Recalculated Child Support Order is made respecting *Divorce Act* special and/or extraordinary expenses.

## General

- HA-7<sup>29</sup> The Support Determination Officer shall recalculate child support starting (on the first anniversary of the date this Order was pronounced/immediately). Subsequent recalculations shall commence on the same day and month every two years thereafter;
- HA-8 [Specify Party Name] and [specify Party Name] shall notify the Child Support Recalculation Service in writing at 201-373 Broadway, Winnipeg, Manitoba, R3C 4S4, or by facsimile transmission to (204) 948-2423, as to any change in his or her mailing address, e-mail address, telephone or facsimile number within 30 days of the date of change;
- HA-9 [Specify Party Name] and [specify Party Name] shall provide to the Support Determination Officer any financial disclosure requested by the Officer pursuant to section 20 and clause 24.8(1)(b) of the *Child Support Guidelines Regulation*, in the manner required by the Officer;
- HA-10 [Specify Party Name] must complete a Child Support Recalculation Service registration form and provide it to the Child Support Recalculation Service at 201-373 Broadway, Winnipeg, Manitoba, R3C 4S4, or by facsimile transmission to (204) 948-2423 within 30 days of receiving the form;

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<sup>29</sup>For use where the date of future pronouncement of the child support Order is unknown, such as when a consent Order is submitted to the Court for signing.

## Discretionary recalculation provisions

HA-11 [Specify Party Name] shall complete a release or any other document necessary to obtain: {insert and number the appropriate HA-11 sub-clause(s)}

HA-11.1 (his/her) address and other contact information from the Designated Officer, Maintenance Enforcement Program;

HA-11.2 copies of (his/her) income tax documents referred to subsections 20(1) and (2) of the *Child Support Guidelines Regulation* from the Canada Revenue Agency;

HA-11.3 copies of (his/her) income or financial information from (his/her) employer or other third parties;

HA-11.4 {specify other information};

## J. CUSTODY AND ACCESS

### JOINT CUSTODY

- JA-1 [Specify Party Name] and [specify Party Name] have joint custody of {specify child(ren)'s name(s)/birthdate(s)};
- JA-2 [Specify Party Name] shall have primary care and control of {specify child(ren)'s name(s)/birthdate(s)};
- JA-3 [Specify Party Name] (blank/and [specify Party Name]) shall have physical care and control of {specify child(ren)'s name(s)/birthdate(s)} (as the parties may agree/as follows) (and on the following conditions/blank)(;/:) {insert and number a separate JA-3.1 sub-clause for each period of access and condition specified}
- JA-3.1 {specify periods of care and control and any conditions};
- JA-4 [Specify Party Name] and [specify Party Name] shall consult with the other on all major decisions respecting {specify child(ren)'s name(s)/birthdate(s)} (including/blank) {specify if necessary}(./;) (blank/In the event of a disagreement on major issues respecting {specify child(ren)'s name(s)}, [specify Party Name] shall have the right to make the final decision {specify natures of decision(s)};

## SHARED CUSTODY

JB-1<sup>30</sup> [Specify Party Name] and [specify Party Name] shall have (shared/equal) care and control of {specify child(ren)'s name(s)/birthdate(s)} (as the parties may agree/as follows) (blank/and on the following conditions)(;:){insert and number a separate JB-1.1 sub-clause for each period of access and condition specified}

JB-1.1 {specify periods of care and control and any conditions};

## SOLE CUSTODY AND ACCESS<sup>31</sup>

JC-1 [Specify Party Name] has sole custody of {specify child(ren)'s name(s)/birthdate(s)};

JC-2 [Specify Party Name] shall have (liberal/reasonable) access to {specify child(ren)'s name(s)/birthdate(s)} as the parties may agree (,/blank) (which shall include at a minimum the following times/blank)(, subject to the following condition(s)/blank)(;:) {insert and number a separate JC-2.1 sub-clause for each period of access and condition specified}

JC-2.1 {specify each period of access and any condition}

JC-3 [Specify Party Name] shall have access to {specify child(ren)'s name(s)/birthdate(s)} (at the following times/blank) (, subject to the following

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<sup>30</sup>In most cases a joint custody provision (clause JA-1) should be used in addition to this clause.

<sup>31</sup>Access by a third party (example: a grandparent) is ordered pursuant to *The Child and Family Services Act*.

condition(s)/blank): {insert and number a separate JC-3.1 sub-clause for period of access and condition specified}

JC-3.1 {specify each period of access and any condition separately};

JC-4 [Specify Party Name] shall have no access to {specify child(ren)'s name(s)/birthdate(s)};

### **COMMUNICATION**<sup>32</sup>

JD-1 [Specify Party Name] shall have the right to communicate with {specify child(ren)'s name(s)/birthdate(s)} by {specify means of communication} at reasonable times(blank/, which shall include, at a minimum, the following times, subject to the following condition(s))(:/;) {insert and number a separate JD-1.1 sub-clause for each communication time and condition specified}

JD-1.1 {specify each communication time and condition};

JD-2 [Specify Party Name] shall have the right to communicate with {specify child(ren)'s name(s)/birthdate(s)} by {specify means of communication} at the following times (blank/, and subject to the following condition(s)): {insert and number a separate JD-2.1 sub-clause for each communication time and, if appropriate, condition specified}

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<sup>32</sup>These clauses can refer to various means of communication such as telephone, text, email, video calls and/or social media.



JD-2.1 {specify each communication time and condition};

JD-3 [Specify Party Name] shall not communicate with {specify child(ren)'s name(s)/birthdate(s)} (blank/directly or indirectly/by means of {specify means of communication});

### **RIGHT TO INFORMATION**

JE-1 [Specify Party Name] and [specify Party Name] shall each have the right to receive school, medical, psychological, dental, and other reports affecting {specify child(ren)'s name(s)/birthdate(s)}.

JE-2 [Specify Party Name] shall not have the right to receive school, medical, psychological, dental, and other reports affecting {specify child(ren)'s name(s)/birthdate(s)};

### **CHANGE OF CHILD(REN)'S RESIDENCE**

JF-1 [Specify Party Name] (blank/ and [specify Party Name]) (may/shall not) change the place of residence of {specify child(ren)'s name(s)/birthdate(s)} from the {specify the town, city, province, country} without the written consent of (the other/ [specify Party Name]) or further order of the Court;

### **NOTICE OF CHANGE OF CHILD(REN)'S RESIDENCE**

JG-1 [Specify Party Name] shall notify [specify Party Name] in writing of any intended change of the place of residence of {specify child(ren)'s name(s)/birthdate(s)} at least (30/{specify number}) days before the change and shall specify in the notice the date (and time/blank) at which the change

will be made and the particulars of the new place of residence of the child(ren);

## **TRAVEL**

JH-1 [Specify Party Name] (may/shall not) travel {specify the allowed or prohibited location<sup>33</sup>} with {specify child(ren)'s name(s)/birthdate(s)} without the (written/blank) consent of [specify Party Name];

JH-2 [Specify Party Name] shall provide [specify Party Name] with an itinerary and contact information for any period of travel (at least {specify number} days before the travel will commence/blank);

JH-3 [Specify Party Name] may travel with {specify child(ren)'s name(s)/birthdate(s)} to {specify destination} from {specify date} to {specify date};

JH-4 [Specify Party Name] may authorize third parties to travel with {specify child(ren)'s name(s)/birthdate(s)} without the consent of [specify Party Name];

## **TRAVEL DOCUMENTS**

JI-1 [Specify Party Name] shall have the authority to apply for, renew and obtain a passport for {specify child(ren)'s name(s)/birthdate(s)} without giving notice to, or the written consent of, [specify Party Name];

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<sup>33</sup>For example: outside of the Province of Manitoba, within 10 kilometres of the City of Winnipeg, outside of Canada.

- JI-2 [Specify Party Name] shall hold the passport(s) of {specify child(ren)'s name(s)/birthdate(s)} and shall provide same to [specify Party Name] as may be necessary for travel;
- JI-3 [Specify Party Name] shall return the passport(s) to [specify Party Name] at the end of each period of travel;
- JI-4 [Specify Party Name] and [specify Party Name] shall provide each other access to the passport(s) of {specify child(ren)'s name(s)/birthdate(s)} and/or travel authorization documents sufficient for airline travel or border crossing purposes within (7/{specify number}) days of the request by the parent traveling with the (child/children);
- JI-5 [Specify Party Name] shall provide the passport(s) of {specify child(ren)'s name(s)/birthdate(s)} to [specify Party Name] (immediately/within {specify number} of days);

## **RETURN OF CHILDREN**

- JK-1 [Specify Party Name] shall return {specify child(ren)'s name(s)/birthdate(s)} to {specify location} (immediately/by {specify date and time}) (blank/and subject to the following condition(s)) (;/:) {insert and number a separate JK 1.1 sub-clause for each condition specified}
- JK-1.1 {specify any conditions}
- JK-2 [Specify Party Name] shall return {specify child(ren)'s name(s)/birthdate(s)} to the care of [specify Party Name] (immediately/by {specify date and time})

(blank/and subject to the following condition(s)) (;/:) {insert and number a separate JK 2.1 sub-clause for each condition specified}

JK-2.1                    {specify any conditions}

## K. PRIVATE GUARDIANSHIP

KA-1 [Specify Party Name] {and [specify Party Name]} shall have guardianship of the person of {specify child(ren)'s name(s)/birthdate(s)} (until/blank) (further order of the Court/{specify date}<sup>34</sup>/blank);

KA-2 Guardianship of the person of {specify child(ren)'s name(s)/birthdate(s)} granted to [specify Party Name] {and [specify Party Name]} by Order pronounced [Date] by [specify Judge] is terminated;

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<sup>34</sup>Specify duration of Interim Orders of guardianship.

## L. ALTERNATIVE DISPUTE RESOLUTION PROCESSES

### MEDIATION

- LA-1 [Specify Party Name] and [specify Party Name] shall attend for (mediation/Comprehensive Co-Mediation/the First Choice service) at Family Conciliation on the issue(s) of {specify custody, access, or related family matter};
- LA-2 [Specify Party Name] and [specify Party Name] shall attend for private mediation {if required, specify details as directed by the Court or consented to by the parties};
- LA-3 The cost of the private mediation shall be paid as follows: {specify payment terms};

### FAMILY REPORTS

- LB-1<sup>35</sup> A family evaluator, as defined in *The Court of Queen's Bench Act*, shall prepare (an assessment/a brief consultation) report on {specify custody, access or related family matter};
- LB-2 [Specify Party Name] and [specify Party Name] shall cooperate fully in the preparation of the report by the family evaluator selected by Family Conciliation and shall attend, and cause {specify child(ren)'s

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<sup>35</sup> An Order with clause LB-1 must include clause LB-2.

name(s)/birthdate(s)} to attend, where and as requested by the family evaluator for the preparation of the report;

LB-3 [Specify Party Name] and [specify Party Name] shall cooperate fully in the preparation of (a/an) {specify type of assessment} assessment report by {specify name of assessor} provided {specify name of assessor} will undertake it, and shall attend (and cause {specify child(ren)'s name(s)/birthdate(s)}/blank) (to attend/blank) where and as requested by {specify name of assessor} for the purposes of the assessment;

LB-4 The cost of the private assessment shall be paid as follows: {specify payment terms};

## **ARBITRATION**

LC-1 [Specify Party Name] and [specify Party Name] shall attend for private arbitration (with/at) {specify details as consented to by the parties};

LC-2 The cost of the private arbitration shall be paid as follows: {specify payment terms};

## **PARENTING COORDINATION**

LD-1 [Specify Party Name] and [specify Party Name] shall attend for parenting coordination (with/at) {specify details as consented to by the parties};

LD-2 The cost of the parenting coordination shall be paid as follows: {specify payment terms};

## M. FINANCIAL DISCLOSURE/PRODUCTION OF DOCUMENTS

### PRODUCTION OF DOCUMENTS

MA-1 [Specify Party Name] shall provide to ([specify Party Name]/{specify lawyer}) for [specify Party Name]/{specify name}) (on or before/within/blank) {specify a date or period of time} (from service of the Order/blank) the following information: {insert and number the appropriate MA-2 sub-clause(s)};

MA-2 [Specify Party Name] shall file with the Court in a sworn or affirmed affidavit (on or before/within/blank) {specify a date or period of time} (from service of the Order/blank) the following information: {insert and number the appropriate MA-2 sub-clause(s)};

### Financial Statement

MA-2.1 a sworn or affirmed Financial Statement in Form 70D of the *Queen's Bench Rules*;

### Tax Information

MA-2.2 Canada Revenue Agency income and deduction computer printout(s) for the {specify year(s)} taxation year(s);

MA-2.3 personal income tax return(s) filed by (him/her) for the {specify year(s)} taxation year(s);

MA-2.4 notice(s) of assessment and reassessment issued to (him/her) for the {specify year(s)} taxation year(s);



MA-2.5 income tax information slip(s) for the {specify year(s)} taxation year(s);

### **Employee Information**

MA-2.6 three recent consecutive pay statements;

MA-2.7 the most recent statement of earnings indicating the total earnings paid in the year to date, including overtime or, where such a statement is not provided by (his/her) employer, a letter from (his/her) employer setting out that information including (his/her) rate of annual salary or remuneration;

### **Self-employed Information**

MA-2.8 the financial statement(s) of (his/her) (business/professional practice){specify business/professional practice name} for the {specify year(s)} taxation year(s) ;

MA-2.9 a statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, persons or corporations with whom (he/she) does not deal at arm's length for the {specify year(s)} taxation year(s);

### **Partnership Information**

MA-2.10 confirmation of (his/her) income and draw from, and capital in {specify name of partnership} for the {specify year(s)} taxation year(s);

## **Control of a Corporation**

MA-2.11 the financial statement(s) (and Canada Revenue Agency income tax return(s) and notices of assessment and reassessment /blank) of {specify corporation} and its subsidiaries for its {specify number} most recent taxation years;

MA-2.12 a statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, persons or corporations with whom {specify corporation}, and every related corporation, does not deal at arm's length for its {specify number} most recent taxation years;

## **Beneficiary under a Trust**

MA-2.13 a copy of the trust settlement document for {specify name of trust} and copies of that trust's three most recent (Canada Revenue Agency income tax returns and notices of assessment and reassessment/financial statements/{specify equivalent or other documents});

## **Unemployed Information**

MA-2.14 three recent (Employment Insurance statements/consecutive statements of income from {specify source of income<sup>36</sup>}) or a letter

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<sup>36</sup>Clause 20(2)(h.1) of the *Child Support Guidelines Regulation* refers to income from social assistance, pensions, etc.

from the provider including [specify Party Name]'s (benefit/income) entitlement;

## **General**

MA-2.15 {specify as required or directed by the Court};

## **EMPLOYER/PARTNER TO PROVIDE INFORMATION**

MB-1 {Specify name}, the (employer/partner) of [specify Party Name], shall provide to ([specify Party Name]/{specify lawyer} for [specify Party Name]/{specify third party name}) the following information: {insert and number a separate MB-1.1 sub-clause for each piece of information specified}

MB-1.1 {specify each piece of information};

## **REPORTING**

MC-1 [Specify Party Name] shall provide to [specify Party Name] copies of (his/her) Canada Revenue Agency income tax returns and notices of assessment and reassessment (blank/or {specify equivalent documents}<sup>37</sup>) for each and every taxation year no later than {specify month and day} of the following calendar year, commencing with the {specify year} Canada Revenue Agency income tax return and notice of assessment and

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<sup>37</sup>For use where a party files income tax returns outside of Canada.

reassessment (blank/or {specify equivalent documents}) to be provided by {specify date};

MC-2 [Specify Party Name] shall provide to [specify Party Name] copies of the Canada Revenue Agency income tax returns and notices of assessment and reassessment (blank/or equivalent documents) {(and/or) financial statements} for {specify name(s) of corporation and/or trust}} for each and every taxation year no later than {specify month and day} of the following calendar year, commencing with the {specify year} Canada Revenue Agency income tax return and notice of assessment and reassessment (blank/or equivalent documents) {(and/or) financial statements} to be provided by {specify date};

MC-3 [Specify Party Name] shall provide to [specify Party Name] on or before {specify month and day} of every year commencing {specify date} the following information: {insert and number a separate MC-3.1 sub-clause for each piece of information specified}

MC-3.1<sup>38</sup> {specify each piece of information};

MC-4 [Specify Party Name] shall immediately notify [specify Party Name] upon obtaining employment and shall provide [specify Party Name] within {specify number} days of securing the employment, the following information: {insert and number the appropriate MC-4 sub-clause(s)}

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<sup>38</sup>Consider versions of the financial disclosure sub-clauses under MA-2.

- MC-4.1 a letter from the employer confirming the place of employment, date employment started, salary and any employment benefits;
- MC-4.2 {specify number} (consecutive/blank) pay stub(s);
- MC-4.3 {specify any additional information};

## N. SUPPORT

### SPOUSAL/Common-LAW PARTNER SUPPORT

NA-1 [Specify Party Name] shall pay [specify Party Name] (spousal/common-law partner) support in the sum of {specify total amount} per month payable {insert and number the appropriate NA-1 sub-clause(s)}

NA-1.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>39</sup>

NA-1.2 in semi-monthly installments on the {specify days of the month} of each month commencing {specify month, day, year}<sup>40</sup> in (the amount of {specify installment amount(s)<sup>41</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>42</sup>)

NA-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount<sup>43</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>44</sup>)

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<sup>39</sup>The date of the first payment and the commencement date must match.

<sup>40</sup>See footnote 39.

<sup>41</sup>The dollar figures for the installment periods must total the monthly support sum.

<sup>42</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>43</sup>See footnote 41.

<sup>44</sup>See footnote 42.

(and continuing until (further order of the Court/{specify date or event})/blank);

NA-2 [Specify Party Name] shall pay [specify Party Name] lump sum (spousal/common-law partner) support in the sum of {specify amount} (payable on or before {specify month, day, year}/{specify details of payment schedule});

## **CHILD SUPPORT**

### **Income**

NB-1 The (current/{specify year}) annual income of [specify Party Name] is determined by the Court to be {specify amount} (based on (the agreement of the parties/{specify information})/blank);

NB-2 The (current/{specify year}) annual income of [specify Party Name] is determined by the Court to be {specify amount} based on (his/her) (pattern of income/fluctuations in income) for the previous three years(and the agreement of the parties/blank);

NB-3 The (current/{specify year}) annual income of [specify Party Name] is imputed by the Court to be {specify amount} pursuant to clause {specify clause} of the (*Child Support Guidelines Regulation/Federal Child Support Guidelines*);

## Pay Table Amount

NC-1 [Specify Party Name] shall pay [specify Party Name] support for {specify child(ren)'s name(s)/birthdate(s)} pursuant to the ({specify Province or Territory} Table of the) *Child Support Guidelines*, in the sum of {specify table amount} per month payable {insert and number the appropriate NC-1 sub-clause(s)}

NC-1.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>45</sup>

NC-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>46</sup> in (the amount of {specify installment amount(s)<sup>47</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>48</sup>)

NC-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)<sup>49</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>50</sup>)

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<sup>45</sup>The date of the first payment and the commencement date must match.

<sup>46</sup>See footnote 45.

<sup>47</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>48</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>49</sup>See footnote 47.

<sup>50</sup>See footnote 48.



(and continuing until (further order of the Court/{specify date or event})/blank);

### **Special or Extraordinary Expenses**

ND-1 [Specify Party Name] shall pay ([specify Party Name] an additional sum as child support/{specify payee}) {as (his/her) (equal/proportionate) share} for the following special and extraordinary expense(s):

ND-1.1<sup>51</sup> {specify amount} (per month/blank) (pursuant to clause 7(1)(a/b/c/d/e) of the *Child Support Guidelines Regulation*/blank) for {specify expense detail} for {specify child(ren)'s names(s)/birthdate(s)} payable: {insert and number the appropriate ND-1.1 sub-clause}

ND-1.1.1 on the {specify day of the month} commencing {specify month, day, year}<sup>52</sup>

ND-1.1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>53</sup> in (the amount of {specify installment amount(s)<sup>54</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement

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<sup>51</sup>For use where a dollar amount is specified. Orders for special and extraordinary expenses must specify the appropriate clause under section 7(1) of the *Child Support Guidelines Regulation*. Where there is more than one expense, this clause can be used multiple times.

<sup>52</sup>The date of the first payment and the commencement date must match.

<sup>53</sup>See footnote 52.

<sup>54</sup> The dollar figures for the installment periods must total the monthly support sum.

Program, based on the monthly sum and the frequency of installments<sup>55</sup>)

ND-1.1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)<sup>56</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>57</sup>)

ND-1.1.4 as follows {specify payment details}

(and continuing until (further order of the Court/{specify date or event})/blank);

ND-1.2<sup>58</sup> {specify percentage} of the cost for {specify expense detail} for {specify child(ren)'s name(s)/birthdate(s)} (payable/blank) {specify payment details};

### **Findings Relating to Undue Hardship, Table Amounts and Special Provisions**

NE-1 [Specify Party Name] would suffer undue hardship and the standard of living of the household of [specify Party Name] would be lower than the standard of living of the household of [specify Party Name] if [specify Party Name] is

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<sup>55</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>56</sup>See footnote 54.

<sup>57</sup>See footnote 55.

<sup>58</sup>For use where a percentage is specified. Parties may choose to indicate the percentage of the cost each will pay for a special and extraordinary expense instead of a dollar amount. If a specific dollar amount is not set out, the payments will not be enforceable by the Maintenance Enforcement Program or be eligible for recalculation by the Child Support Recalculation Service.

required to pay the amount otherwise due under the (*Child Support Guidelines Regulation/Federal Child Support Guidelines*) for {specify child(ren)'s name(s)/birthdate(s)};

NE-2 Special provisions have been made for the benefit of {specify child(ren)'s name(s)/birthdate(s)} such that the application of the (*Child Support Guidelines Regulation/Federal Child Support Guidelines*) would be inequitable;

NE-3 Applying the (*Child Support Guidelines Regulation/Federal Child Support Guidelines*) as if {specify child(ren)'s name(s)/birthdate(s)} (is/are) under the age of majority would be inappropriate;

NE-4 [Specify Party Name] does stand in the place of a parent to {specify child(ren)'s name(s)/birthdate(s)};

#### **Non-Table Amount<sup>59</sup>**

NF-1 [Specify Party Name] shall pay [specify Party Name] support for {specify child(ren)'s name(s)/birthdate(s)} in the sum of {specify total non-table amount} per month payable: {insert and number the appropriate NF-1 sub-clause(s)}

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<sup>59</sup>A clause must be included to specify why a non-table amount is used. Examples include: children over the age of 18 pursuant to clause 3(2)(b) of the *Child Support Guidelines Regulation*, special provisions Orders, consent Orders, person standing in the place of a parent, undue hardship, payor with income over \$150,000.

- NF-1.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>60</sup>
- NF-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>61</sup> in (the amount of {specify installment amount(s)<sup>62</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>63</sup>)
- NF-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)<sup>64</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>65</sup>)

(and continuing until (further order of the Court/{specify date or event<sup>66</sup>})/blank);

### **Split Custody<sup>67</sup>**

- NG-1 [Specify Party Name] having (sole custody/primary care and control) of {specify child(ren)'s name(s)/birthdate(s)} and [specify Party Name] having

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<sup>60</sup>The date of the first payment and the commencement date must match.

<sup>61</sup>See footnote 60.

<sup>62</sup>The dollar figures for the installment periods must total the monthly support sum.

<sup>63</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>64</sup>See footnote 62.

<sup>65</sup>See footnote 63.

<sup>66</sup>In the event support is to resume at the Table amount, refer to the NC clauses.

<sup>67</sup>Eligibility for certain income tax deductions and benefits can be complex, but this clause is consistent with the split custody section of the *Child Support Guidelines Regulation*.

(sole custody/primary care and control) of {specify child(ren)'s name(s)/birthdate(s)}, [specify Party Name] shall pay support to [specify Party Name] in the amount of {specify calculated amount} per month, which sum is the difference between the amount of {specify table amount} that [specify Party Name] would otherwise pay to [specify Party Name], pursuant to the {specify Province or Territory} Table of the *Child Support Guidelines*, and the amount of {specify table amount} that [specify Party Name] would otherwise pay to [specify Party Name], pursuant to the {specify Province or Territory} Table of the *Child Support Guidelines*, payable: {insert and number the appropriate NG-1 sub-clause(s)}

NG-1.1                    on the {specify day of the month} of each month commencing {specify month, day, year}<sup>68</sup>

NG-1.2                    in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>69</sup> in (the amount of {specify installment amount(s)<sup>70</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>71</sup>)

NG-1.3                    in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)<sup>72</sup>}/an amount

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<sup>68</sup>The date of the first payment and the commencement date must match.

<sup>69</sup>See footnote 68.

<sup>70</sup>The dollar figures for the installment periods must total the monthly support sum.

<sup>71</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>72</sup>See footnote 70.

to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>73</sup>)

(and continuing until (further order of the Court/{specify date or event})/blank);

### **Shared Custody<sup>74</sup>**

NH-1 [Specify Party Name] and [specify Party Name] having shared custody of {specify child(ren)'s name(s)/birthdate(s)}, {insert and number the appropriate NH-1 sub-clause}

NH-1.1 [specify Party Name] shall pay support to [specify Party Name] for the child(ren) pursuant to the {specify Province or Territory} Table of the *Child Support Guidelines* in the sum of {specify calculated amount} per month, payable: {insert and number the appropriate NH-1.2 sub-clause}

NH-1.2 [specify Party Name] shall pay support to [specify Party Name] for the child(ren) in the sum of {specify non-table amount}, payable: {insert and number the appropriate NH-1.2 sub-clause}

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<sup>73</sup>See footnote 71.

<sup>74</sup>Eligibility for certain income tax deductions and benefits can be complex in shared custody situations. Depending on the order made or agreed to, it may include separate clauses for each parent's child support payment obligation to the other. See also clause PA-2 re maintenance enforcement.

NH-1.2.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>75</sup>

NH-1.2.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>76</sup> in (the amount of {specify installment amount(s)<sup>77</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>78</sup>)

NH-1.2.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)<sup>79</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>80</sup>)

(and continuing until (further order of the Court/{specify date or event}))/blank);

### **Health Insurance Coverage**

NI-1 If such benefits are or become available, [specify Party Name] shall acquire and continue the {specify dental and/or medical} insurance plan(s) through

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<sup>75</sup>The date of the first payment and the commencement date must match.

<sup>76</sup>See footnote 75.

<sup>77</sup>The dollar figures for the installment periods must total the monthly support sum.

<sup>78</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>79</sup>See footnote 77.

<sup>80</sup>See footnote 78.

(his/her) (employer/{specify other}) and shall do all things necessary to obtain the benefit for {specify name(s)}, which may include, but not be limited to, providing the forms, assisting in submitting claims and ensuring the party who paid the claim is reimbursed;

NI-2 [Specify Party Name] shall acquire (within {specify timeframe}/blank) a {specify dental and/or medical} insurance plan and advise [specify Party Name] of the particulars of the plan, pay and continue to pay the premiums on the plan and shall do all things necessary to obtain the benefit for {specify name(s)}, which may include, but not be limited to, providing the forms, assisting in submitting claims and ensuring the party who paid the claim is reimbursed;

NI-3 [Specify Party Name] shall (acquire (within {specify timeframe}/blank)/blank) pay and continue to pay the premiums on (his/her) {specify dental and/or medical} insurance plan(s) {specify plan number} with {specify name of insurance company} and shall do all things necessary to obtain the benefit for {specify name(s)}, which may include, but not be limited to, providing the forms, assisting in submitting claims and ensuring the party who paid the claim is reimbursed;

### **Life Insurance Coverage**

NJ-1 [Specify Party Name] shall pay the premiums on (his/her) life insurance policy {specify policy number} with {specify name of insurance company}



with a benefit upon death in the amount of {specify amount} payable to {specify name(s) and proportions(s)} (until {specify date or event}/blank);

NJ-2 For so long as such benefits are available, [specify Party Name] shall continue the life insurance through (his/her) (employment/{specify other}) with a benefit upon death in the amount of {specify amount} payable to {specify name(s) and amount(s)/proportion(s)} (until {specify date or event}/blank);

NJ-3 [Specify Party Name] shall acquire (within {specify timeframe}/blank) a life insurance plan in the amount of {specify amount};

NJ-4 [Specify Party Name] shall pay the premiums on (his/her) {specify type of insurance} insurance policy {specify policy number} with {specify name of insurance company} and shall (irrevocably/blank) designate {specify beneficiary's name/beneficiaries' names} as the (beneficiary/beneficiaries) of that policy (;/{insert and number the appropriate NJ-4 sub-clause(s)});

NJ-4.1 with a benefit upon death in the amount of {specify amount} payable to {specify name(s) and amount(s)/proportion(s)} (;/blank)

NJ-4.2 until {specify date or event};

NJ-5 [Specify Party Name] shall provide to [specify Party Name] upon written request, confirmation from the insurer that the insurance is in full force and effect in accordance with the terms of the order;

NJ-6 [Specify Party Name] shall instruct {specify name of insurance company} to provide to [specify Party Name] upon written request, annual confirmation that the insurance coverage ordered in paragraph(s) {specify paragraph number(s)} is in full force and effect;

### **Binding on Estate**

NK-1 The obligation of [specify Party Name] to pay support for {specify name(s)} shall continue after the death of [specify Party Name] and shall be a debt of the estate of [specify Party Name] until {specify date, event or further order of the Court};

### **Termination of Support<sup>81</sup>**

NL-1 The obligation of [specify Party Name] to pay support for [specify Party Name] (is/shall be) terminated effective (immediately/{specify date});

NL-2<sup>82</sup> The obligation of [specify Party Name] to pay support for {specify child(ren)'s name(s)/birthdate(s)} (is/shall be) terminated effective (immediately/{specify date});

NL-3 The obligation of [specify Party Name] to pay [specify Party Name] an additional amount for (all/blank) special and extraordinary expense(s) (of {specify special expense}/blank) for {specify child(ren)'s

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<sup>81</sup>Parties may need to also address any overpayment or arrears of support.

<sup>82</sup>If an individual has an obligation to pay support for more than one child the Order must include a provision dealing with support for any dependent children.

name(s)/birthdate(s)} (is/shall be) terminated effective  
(immediately/{specify date});

### **Compensatory Payments for Late or Missed Payments**

NM-1<sup>83</sup> [Specify Party Name] shall pay [specify Party Name] a compensatory payment in the sum of {specify total amount} payable in the following manner {insert and number the appropriate NM-1 sub-clause(s)}:

NM-1.1 in (part/full) by payment of {specify amount} (immediately/by) {specify date if appropriate};

NM-1.2<sup>84</sup> in monthly installments of {specify amount} on the {specify day} of each month commencing {specify date} until paid in full;

NM-1.3<sup>85</sup> in semi-monthly installments of {specify amount} on the {specify days} of each month commencing {specify date} until paid in full;

NM-1.4<sup>86</sup> {specify other payment schedule};

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<sup>83</sup>For use only with a compensatory Order pursuant to section 46.0.1 of *The Family Maintenance Act*.

<sup>84</sup>To allow for enforcement by the Maintenance Enforcement Program, installment payments must divide evenly into the total amount of compensatory payment ordered, with no remainder, or must otherwise add up to the total amount of the compensatory payment.

<sup>85</sup>See footnote 84.

<sup>86</sup>See footnote 84.

## O. CONFIRMATION AND PROVISIONAL ORDERS

### UNDER THE DIVORCE ACT

OA-1           The {specify name of Provisional Order} pronounced {specify date} by {specify Judge} of the {specify Court} is not confirmed;

OA-2           The application to confirm the {specify name of Provisional Order} pronounced {specify date} by {specify Judge} of the {specify Court} shall be returned to that Court for further evidence, including: {insert and number a separate OA-2.1 sub-clause for each evidence type specified}

OA-2.1                 {specify each evidence type separately};

OA-3           The {specify name of Provisional Order} pronounced {specify date} by {specify Judge} of the {specify Court} is confirmed and, accordingly: {insert and number a separate OA-3.1 sub-clause for each provision confirmed}

OA-3.1                 {specify each provision confirmed separately};

OA-4           The {specify name of Provisional Order} pronounced {specify date} by {specify Judge} of the {specify Court} is confirmed with variation and, accordingly: {insert and number a separate OA-4.1 sub-clause for each provision varied or confirmed}

OA-4.1                 {specify each provision varied or confirmed separately};

OA-5 (Paragraph(s) {specify paragraph number(s)} of) (T/t)his Provisional Variation Order shall be of no force and effect until confirmed by a Court in the (province/territory) where [specify Party Name] may be residing;

**UNDER *THE INTER-JURISDICTIONAL SUPPORT ORDERS ACT***

OB-1 Registration of the {specify name of Order} pronounced {specify date} by {specify Judge or Court} of the {specify the Court or jurisdiction} is (confirmed/set aside);

OB-2 (Paragraph(s) {specify paragraph number(s)} of/blank) (T/t)his (Provisional Order/Provisional Variation Order) (is/are) of no force and effect until confirmed by a Court of a reciprocating jurisdiction where [specify Party Name] may be residing;

## P. PAY THROUGH THE MAINTENANCE ENFORCEMENT PROGRAM

### PAYMENTS

PA-1 The payment(s) of the (support/lump sum support/compensatory payment/arrears of support) ordered shall be made by cash, electronic transfer of funds, pre-authorized debit from a financial institution, money order or bank draft payable to the Province of Manitoba – Minister of Finance and be sent to the Designated Officer, Maintenance Enforcement Program, Canada Building, 100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8, pursuant to Part VI of *The Family Maintenance Act*,

PA-2<sup>87</sup> Solely for the purpose of enforcement by the Designated Officer, the payment of the child support payable by [specify Party Name] to [specify Party Name] after offsetting the payment of the child support payable by [specify Party Name] to [specify Party Name] pursuant to paragraph(s) {specify paragraph number(s)} of this order shall be made by cash, electronic transfer of funds, pre-authorized debit from a financial institution, money order or bank draft payable to the Province of Manitoba – Minister of Finance and be sent to the Designated Officer, Maintenance Enforcement Program, Canada Building, 100 – 352 Donald Street,

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<sup>87</sup>This clause may be used in shared custody situations to satisfy the parents' payment obligations to each other where they want the Maintenance Enforcement Program to offset their support obligations. The greater support payment should be referred to before the lesser payment. Use of this clause may have tax/benefit implications.

Winnipeg, Manitoba, R3B 2H8, pursuant to Part VI of *The Family Maintenance Act*;

## **ENFORCEMENT INFORMATION**

PB-1 [Specify Party Name] and [specify Party Name] shall provide a completed Enforcement Information document to the Designated Officer, Maintenance Enforcement Program, Canada Building, 100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8, (immediately/by) {specify date if appropriate};

## Q. ARREARS AND ENFORCEMENT OF SUPPORT

### SETTING OR REDUCING ARREARS, PENALTIES, AND/OR COSTS BY A JUDGE

QA-1<sup>88</sup> The total arrears of support pursuant to the ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the agreement dated {specify date}) (from {specify month, day, year}/blank) (to {specify month, day, year}/this date/blank) (owing to ([specify Party Name]/{specify agency}/{specify name}))/blank) are (set at/reduced to/cancelled){specify amount};

QA-2<sup>89</sup> The arrears of support pursuant to the ([specify name of Order] pronounced [Date] by [specify Judge]) (to {specify month, day, year}/blank) (owing to ([specify Party Name]/{specify agency}/{specify name}))/blank) which have accrued subsequent to the ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the agreement dated {specify date}) are (set at/reduced to/cancelled) {specify amount};

QA-3 The total arrears of support pursuant to this Order (as of {specify month, day, year}/blank) (owing to([specify Party Name]/{specify agency}/{specify name}))/blank) are set at {specify amount};

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<sup>88</sup>When some or all of the arrears of support being set or cancelled have been assigned to Employment and Income Assistance or someone other than the creditor, this clause should specify to whom the arrears are or were owing. This amount should not include penalties assessed by the Designated Officer, Maintenance Enforcement Program. In order to set, reduce or cancel a penalty, clause QA-4 must be used.

<sup>89</sup>For use when an amount of arrears was set in a previous Order.



QA-4 The total arrears of penalties assessed by the Designated Officer, Maintenance Enforcement Program owed by [specify Party Name] to [specify Party Name] are (set at/reduced to/cancelled) {specify amount if applicable} (as of/blank) {specify date if different from date of pronouncement of order};

#### **SETTING OF ARREARS AT A SHOW CAUSE HEARING BY A MASTER**

QB-1 The total enforceable arrears of support owed by [specify Party Name] on Maintenance Enforcement Program file number {specify file number} pursuant to the ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the agreement dated {specify date}) are set at {specify amount};

#### **PAYMENT ON ARREARS (SET BY A JUDGE)**

QC-1 The arrears of support set in (paragraph(s) {specify paragraph number(s)} of/blank) this Order (and the arrears set in (paragraph(s) {specify paragraph number(s)} (of/blank) the [specify name of Order] pronounced [Date] by [specify Judge]/blank) shall be paid to ([specify Party Name]/{specify agency})/{specify name}) as follows: {insert and number the appropriate QC-1 sub-clause(s)}

QC-1.1 by payments of {specify total amount} per month on the {specify day of the month} commencing {specify month, day, year}<sup>90</sup> until the arrears are paid in full or varied by the Court;

QC-1.2 by payments of {specify total amount} per month in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>91</sup> in (the amount of {specify installment amount<sup>92</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>93</sup>) until the arrears are paid in full or varied by the Court;

QC-1.3 by payments of {specify total amount} per month in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount<sup>94</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>95</sup>) until the arrears are paid in full or varied by the Court;

QC-1.4 in (part/full) by payment of {specify amount} (immediately/by) {specify date if appropriate};

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<sup>90</sup>The date of the first payment and the commencement date must match.

<sup>91</sup>See footnote 90.

<sup>92</sup>The dollar figures for the installment periods must total the monthly support sum.

<sup>93</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>94</sup>See footnote 92.

<sup>95</sup>See footnote 93.

QC-1.5 by filing (his/her) {specify year(s)} income tax return(s) with the Canada Revenue Agency (by {specify date}/each and every year by {specify date}), with proof of filing to the Designated Officer, Maintenance Enforcement Program, (by {specify date}/each and every year by {specify date}). Any income tax refund and GST credit to which [specify Party Name] is entitled shall be applied to the arrears of support until they are paid in full or varied by the Court;

QC-1.6 the Maintenance Enforcement Program may maintain a Federal Garnishing Order and any funds realized from that process will be applied to the arrears until the arrears are paid in full;

QC-1.7 {specify as directed by the Court};

#### **PAYMENT ON ARREARS (SET BY A MASTER)**

QD-1 The arrears of support set in this Order shall be paid to {specify name or agency} as follows: {insert and number the appropriate QD-1 sub-clause(s)}

QD-1.1 by payments of {specify total amount} per month on the {specify day of the month} commencing {specify month, day, year}<sup>96</sup> until the arrears are paid in full or varied by the Court;

QD-1.2 by payments of {specify total amount} per month in semi-monthly installments on the {specify dates of the month} of each month

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<sup>96</sup>The date of the first payment and the commencement date must match.

commencing {specify month, day, year}<sup>97</sup> in (the amount of {specify installment amount<sup>98</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>99</sup>) until the arrears are paid in full or varied by the Court;

QD-1.3 by payments of {specify total amount} per month in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount<sup>100</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>101</sup>) until the arrears are paid in full or varied by the Court;

QD-1.4 in (part/full) by payment of {specify amount} (immediately/by) {specify date if appropriate};

QD-1.5 by filing (his/her) {specify year(s) if appropriate} income tax return(s) with the Canada Revenue Agency (by {specify date}/each and every year by {specify date}) with proof of filing to the Designated Officer, Maintenance Enforcement Program, (by {specify date}/each and every year by {specify date}). Any income tax refund and GST credit

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<sup>97</sup>See footnote 96.

<sup>98</sup>The dollar figures for the installment periods must total the monthly support sum.

<sup>99</sup>For use only with Orders which are registered with the Maintenance Enforcement Program.

<sup>100</sup>The dollar figures for the installment periods must total the monthly support sum.

<sup>101</sup>See footnote 99.

to which [specify Party Name] is entitled shall be applied to the arrears of support until they are paid in full or varied by the Court;

QD-1.6 in the event [specify Party Name] fails to comply with any terms of this Order, any licence or permit issued to (him/her) under *The Highway Traffic Act* may be suspended as of the date of the failure to comply, without further notice to [specify Party Name];

QD-1.7 in the event [specify Party Name] is a claimant of a lottery prize, the Designated Officer, Maintenance Enforcement Program, may take proceedings with respect to the lottery prize and any funds so attached shall be applied to the arrears of support;

QD-1.8 {specify as directed by the Court};

### **SUSPENSION OF ENFORCEMENT OF SUPPORT AND/OR ARREARS<sup>102</sup>**

QE-1<sup>103</sup> Enforcement by the Designated Officer, Maintenance Enforcement Program, of (the ongoing support obligation/the arrears/the ongoing support obligation and the arrears) pursuant to the ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the agreement dated {specify date}) is suspended pursuant to subsection (61.2(4)/61.2(6)) until {specify date/6 months from the date of pronouncement of this Order}

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<sup>102</sup>This relief is granted pursuant to section 61.2 of *The Family Maintenance Act*.

<sup>103</sup>This clause is to be used for a first or second suspension which is granted pursuant to subsection 61.2(4) (first suspension) or 61.2(6) (second suspension) of *The Family Maintenance Act*. A first or second suspension cannot exceed a period of six months from the date of pronouncement of the Order. Orders which attempt to insert an end date which exceeds this limit will expire by operation of law six months after the date of pronouncement notwithstanding that the Order may provide otherwise.

(blank/subject to the following conditions(;/:)) {insert and number the appropriate QE-2 sub-clause(s)}<sup>104</sup>

QE-2<sup>105</sup> Enforcement by the Designated Officer, Maintenance Enforcement Program, of (the ongoing support obligation/the arrears/the ongoing support obligation and the arrears) pursuant to the ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the agreement dated {specify date}) is suspended pursuant to subsection 61.2(9) (until/blank) {specify date if applicable} (blank/subject to the following conditions(;/:)) {insert and number the appropriate QE-2 sub-clause(s)}<sup>106</sup>

QE-2.1 by payments of {specify total amount} per month on the {specify day of the month} commencing {specify month, day, year}<sup>107</sup> until the arrears are paid in full or varied by the Court;

QE-2.2 by payments of {specify total amount} per month in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>108</sup> in (the amount of {specify installment amount<sup>109</sup>)/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly

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<sup>104</sup>If the suspension is conditional and the debtor does not comply with any condition, the suspension will terminate as of the date on which the debtor fails to comply.

<sup>105</sup>This clause is to be used for a third suspension which is granted pursuant to subsection 61.2(9) of *The Family Maintenance Act*. A third suspension may be for an unlimited period of time. If an end date is specified, the Order will terminate on that date.

<sup>106</sup>If the suspension is conditional and the debtor does not comply with any condition, the suspension will terminate as of the date on which the debtor fails to comply.

<sup>107</sup>The date of the first payment and the commencement date must match.

<sup>108</sup>See footnote 107.

<sup>109</sup>The dollar figures for the installment periods must total the monthly support sum.

sum and the frequency of installments) until the arrears are paid in full or varied by the Court;

QE-2.3 by payments of {specify total amount} per month in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount<sup>110</sup>}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments) until the arrears are paid in full or varied by the Court;

QE-2.4 by payment of {specify amount} (immediately/by) {specify date if appropriate};

QE-2.5 by filing (his/her) {specify year(s) if appropriate} income tax return(s) with the Canada Revenue Agency by (by {specify date}/each and every year by {specify date}) with proof of filing to the Designated Officer, Maintenance Enforcement Program, (by {specify date}/each and every year by {specify date}). Any income tax refund and GST credit to which [specify Party Name] is entitled shall be applied to the arrears of support until they are paid in full or varied by the Court;

QE-2.6 {specify as directed by the Court};

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<sup>110</sup>The dollar figures for the installment periods must total the monthly support sum.

QE-3<sup>111</sup> The following enforcement action(s) taken by the Designated Officer, Maintenance Enforcement Program, (is/are) also suspended, for the same period and on the same conditions as set out above:

QE-3.1 registration of the maintenance order in a Land Titles Office;

QE-3.2 proceedings under *The Judgments Act* to obtain an order for sale of land;

QE-3.3 proceedings to obtain a preservation order;

QE-3.4 registration of a financing statement in the Personal Property Registry;

QE-3.5<sup>112</sup> any federal support deduction notice or federal garnishing order issued pursuant to the *Family Orders and Agreements Enforcement Assistance Act* {except for the attachment of the (income tax refunds and GST credits and/or Canada Pension Plan payments and/or Employment Insurance payments and/or Old Age Security payments) to which [specify Party Name] is or becomes entitled};

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<sup>111</sup>For use in addition to clause QE-1 or QE-2. See subsections 61.2(11) and (13) of *The Family Maintenance Act* which list enforcement actions taken by the Program that are not affected by a suspension Order unless specifically stated. This clause will not remove or discharge a registration which is already in place or set aside or terminate an Order which has already been pronounced.

<sup>112</sup>Restrictions can be placed on federal garnishing orders to attach only certain categories of common federal payments: CRA (please note that there is no ability for the MEP to restrict collection to only income tax returns or GST), Employment Insurance payments, Canada Pension Plan and Old Age Security payments. One or more of these categories may be specified as an exemption to the general suspension of a federal garnishing order.



- QE-3.6 any restriction with respect to the (passport/specify other federal licence) of [specify Party Name] issued pursuant to the *Family Orders and Agreements Enforcement Assistance Act*;
- QE-3.7<sup>113</sup> any support deduction notice or garnishing order with respect to (wages earned by/the federally-regulated pension of) [specify Party Name] issued pursuant to the *Garnishment, Attachment and Pension Diversion Act* ;
- QE-3.8 enforcement of the payment of costs charged by the Designated Officer, Maintenance Enforcement Program;
- QE-4 <sup>114</sup> The following enforcement action(s) taken by the Designated Officer, Maintenance Enforcement Program, (is/are) suspended pursuant to subsection (61.2(4)/61.2(6)/61.2(9))<sup>115</sup> (until/blank) ({specify date}/6 months from the date of pronouncement of this Order/blank) (on condition that {specify conditions}/blank);
- QE-4.1 any restrictions with respect to the driver's licence and vehicle registration of [specify Party Name];
- QE-4.2 any support deduction notice issued against the wages of [specify Party Name];

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<sup>113</sup>For use when the debtor receives wages or payments from a federal employer or federally-regulated pension and those wages or payments are being garnished.

<sup>114</sup>For use where the intent is to suspend one or more specific enforcement actions.

<sup>115</sup>See footnotes 103 and 105 to determine which subsection is applicable.

- QE-4.3 any support deduction notice issued against the bank account of [specify Party Name];
- QE-4.4 any action to obtain or execute a writ of seizure and sale in respect of the assets of [specify Party Name];
- QE-4.5 show cause proceedings before a (Master/Judge);
- QE-4.6 {any of QE – 3.1 through QE – 3.8/specify other specific enforcement action as applicable};

### **Suspension of Support Payment Obligation**

- QF-1 [Specify Party Name]'s (support payment obligation/support arrears payments) pursuant to [specify name of Order] pronounced [Date] by [specify Judge] is suspended until {specify date} (on condition that {specify conditions as ordered by the Court}/blank);

## R. REAL PROPERTY

### SALE OF PROPERTY

RA-1<sup>116</sup> The property located at {specify street address in full} and legally described as:

{insert full legal Land Titles description – not street address}

shall be sold on the following terms and conditions: {insert and number a separate RA-1.1 sub-clause for each term and condition}

RA-1.1 {specify each term and condition};

RA-2<sup>117</sup> [Specify Party Name] shall transfer to [specify Party Name] {specify type of tenancy, if appropriate} the property legally described as:

{insert full legal Land Titles description – not street address}

free and clear of all encumbrances {specify exceptions if any} (immediately/by) {specify date if appropriate};

RA-3 [Specify Party Name] shall provide the following document(s): {insert and number the appropriate RA-3 sub-clause(s)}

RA-3.1 Release of Homestead Rights;

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<sup>116</sup>Conditions might include: who has conduct of the sale, how proceeds will be disposed of, deductions from proceeds, that a party vacate by a certain date, etc.

<sup>117</sup>If an encumbrance is an exception, refer to it by registration number.

RA-3.2 Release of Insurance Interest;

RA-3.3 Discharge {specify};

RA-3.4 {specify other};

RA-4<sup>118</sup> Title of the property legally described as:

{insert full legal Land Titles description – not street address}

is by this Order vested in the name of [specify Party Name] and upon registration of a certified copy of this Order, the District Registrar of the {specify district} Land Titles Office shall cancel certificate of Title Number {specify number} and issue a new title for the property in the name of [specify Party Name] {specify type of tenancy, if appropriate} free and clear of all encumbrances {specify exceptions if any};

RA-5 There shall be no requirement to allow time for an appeal from this Order and [specify Party Name] shall immediately register this Order in the {specify district} Land Titles Office;

## **REFERENCE TO THE MASTER (SALE OF PROPERTY)**

RB-1 The property located at {specify street address in full} and legally described as:

{insert full legal Land Titles description – not street address}

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<sup>118</sup>See footnote 117.

shall be sold;

RB-2 There shall be a reference to the Master of this Court for directions for conduct of the sale;

RB-3 [Specify Party Name] shall have carriage of the reference;

RB-4 The Master shall make such inquiries, hear such evidence, assess such costs as may be appropriate, and shall make a Report and Order on Sale when the subject property is sold;

RB-5 Title of the subject property shall vest in the name of the purchaser named in the Master's Report and Order on Sale;

## **HOMESTEAD RIGHTS**

RC-1 [Specify Party Name] has no homestead rights in the property (at {specify municipal address} and/blank) legally described on Title Number {specify Title Number} as:

{insert full Land Titles legal description – not street address};

RC-2 The homestead rights of [specify Party Name] in the property (at {specify municipal address} and/blank) legally described on Title Number {specify Title Number} as:

{insert full Land Titles legal description – not street address}

(shall be/are) terminated (effective {specify date}/blank);

RC-3 The consent of [specify Party Name] to the disposition of the homestead property (at {specify municipal address} and/blank) legally described on Title Number {specify Title Number} as:

{insert full Land Titles legal description – not street address}

is dispensed with;

RC-4<sup>119</sup> The homestead notice registered by [specify Party Name] as registration number {specify number} in the {specify district} Land Titles Office claiming an interest in the property legally described on Title Number {specify Title Number} as:

{insert full Land Titles legal description – not street address}

shall be vacated by the District Registrar upon registration of a certified copy of this Order;

## **PENDING LITIGATION ORDERS**

RD-1<sup>120</sup> In this proceeding, an interest in the following land is in question:

{insert full legal Land Titles description – not street address};

RD-2 The pending litigation order pronounced by [specify Judge] on [Date] against the following land:

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<sup>119</sup> An Order with RC-4 should include RC-1, RC-2 and RC-3.

<sup>120</sup>For use when a pending litigation order is granted. Such an order is interim declaratory relief pursuant to section 58 of *The Court of Queen's Bench Act*. See also *Queen's Bench Rule 42*.

{insert full legal Land Titles description – not street address}

and registered as number {specify number} in the {specify location} Land Titles Office shall be discharged from the above described land;

RD-3        There shall be no requirement to allow time for an appeal from this Order and [specify Party Name] shall immediately register this Order in the {specify location} Land Titles Office;

## S. FAMILY PROPERTY ACT PROCEEDINGS

### INTERIM RELIEF

SA-1 [Specify Party Name] shall pay [specify Party Name] an advance on the anticipated equalization payment of {specify amount} on or before {specify date};

SA-2 [Specify Party Name] shall transfer and/or deliver the following assets now in (his/her) possession to [specify Party Name] as an advance on the anticipated equalization:

{list assets/property}

by {specify manner of transfer or delivery consistent with the other provisions of the Order} on or before {specify date};

SA-3 [Specify Party Name] shall not sell or part with the possession of and shall preserve (all/the following) assets in (his/her) possession (other than in the ordinary course of his or her business operation/blank) until further order of the Court(;/:)

{list assets/property if appropriate}

### REFERENCES TO THE MASTER (PROPERTY ACCOUNTINGS/VALUATION)

SB-1 There shall be a reference to the Master of this Court for an accounting and valuation of the assets and liabilities of [specify Party Name] and [specify Party Name] pursuant to the provisions of *The Family Property Act*;



- SB-2 For the purposes of the reference, the date of closing and valuation is {{specify date}}/to be determined by the Master at the reference);
- SB-3 For the purposes of the reference, the date of commencement of cohabitation is {{specify date}}/to be determined by the Master at the reference);
- SB-4 The Master shall make such inquiries, hear such evidence, employ such experts as shall be deemed necessary or desirable for the purposes of the reference, assess such costs as may be appropriate, and shall make a report to this Court respecting same;
- SB-5 The Master shall make a determination as to the value of the following assets or liabilities and extent to which the assets or liabilities are shareable or non-shareable: {insert and number a separate SB-5.1 sub-clause for each asset or liability and issue to be determined}
- SB-5.1 {list each asset or liability and issue to be determined};
- SB-6 The Master shall make a determination as to whether the following assets or liabilities are owned by either or both of [specify Party Name] and [specify Party Name] (and, if so, shall value same/blank): {insert and number a separate SB-6.1 sub-clause for each asset or liability and issue to be determined}
- SB-6.1 {list each asset or liability and issue to be determined};

SB-7 The Master shall value the following assets or liabilities, which are jointly owned or owed by [specify Party Name] and [specify Party Name] and alleged to be excluded from the application of *The Family Property Act*, with the valuation date for such assets or liabilities being (the date of the hearing/{specify other date}):{insert and number a separate SB-7.1 sub-clause for each asset or liability}

SB-7.1 {list each asset or liability};

SB-8 The Master shall make a determination as to whether the following assets or liabilities are already shared within the meaning of *The Family Property Act* (and, if not already shared, value same/blank): {insert and number a separate SB-8.1 sub-clause for each asset or liability}

SB-8.1 {list each asset or liability};

## **DIVISION**

SC-1 An accounting having been made between the parties under Part II of *The Family Property Act*, an (equal/unequal) division shall be completed as follows: {insert and number the appropriate SC-1 sub-clause(s)}

SC-1.1 [specify Party Name] shall transfer, convey and/or deliver the following assets now in (his/her) possession to [specify Party Name]:

SC-1.1.1 {list each asset};

SC-1.2 [specify Party Name] shall keep (all/all other/the following) assets now in (his/her) possession, free from any claim by [specify Party Name] (including/blank) {list assets if appropriate}(:/);

SC-1.2.1 {list each asset};

SC-1.3 [specify Party Name] shall pay to [specify Party Name] {specify amount} (blank/, which (shall/may) be satisfied by {insert and number the appropriate SC-1.3 sub clause(s)})(:/);

SC-1.3.1 payment of that amount ({specify date}/forthwith);

SC-1.3.2 (payment of {specify amount}/transfer of {specify asset to be transferred}) (on or before {specify date}/forthwith);

SC-1.3.3 {specify further (amount to be paid/asset to be transferred) (on or before {specify date}/blank)};

SC-1.3.4 {specify other means of satisfaction};

SC-1.4 [specify Party Name] shall pay [specify Party Name] interest on the equalization payment of {specify amount and interest details} (at the rate of {specify rate} per annum from {specify date} to the date of payment in full/blank);

SC-1.5 [specify Party Name] shall pay the following debts and liabilities:

SC-1.5.1 {specify debts and liabilities of the relationship including name of institution};

SC-1.6<sup>121</sup> the pension of [specify Party Name] in connection with (his/her) employment with {specify employer} shall be shared between the parties pursuant to the provisions of (*The Pension Benefits Act*{specify other pension statute}), and for such purposes the period to be used to determine the share of [specify Party Name] in the pension shall be from {specify date of marriage or commencement of cohabitation} to {specify date of valuation or separation} (blank/{specify other terms if necessary}<sup>122</sup>);

SC-1.7 [specify Party Name] shall transfer {the sum of {specify amount} from/all of} the {Registered Retirement Savings Plan/Registered Retirement Income Fund/Pooled Registered Pension Plan/Specified Pension Plan} in (his/her) name to the {Registered Retirement Savings Plan/Registered Retirement Income Fund/Pooled Registered Pension Plan/Specified Pension Plan} held by [specify Party Name] by inter-spousal transfer on (marriage/common-law partnership) breakdown using the appropriate Canada Revenue Agency form;

SC-1.8 Either party may initiate the process to divide Canada Pension Plan credits;

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<sup>121</sup>This relief is ordered pursuant to *The Family Property Act* (unless rights to a provincially-regulated pension arise out of a common-law relationship of more than one year, but less than three years' duration, in which case relief is ordered pursuant to *The Pension Benefits Act*).

<sup>122</sup> Certain federally-regulated pension plans may require more detailed provisions. The governing statute and the plan administrator should be consulted. Terms may include the amount to be transferred.

SC-1.9<sup>123</sup> The pension plan of [specify Party Name] through {name of pension plan} shall not be shared and the parties shall both sign all such documents as may be necessary to release any claim which [specify Party Name] may have to the pension plan pursuant to the (*Pension Benefits Division Act*{specify other pension statute});

### **MOTIONS OPPOSING CONFIRMATION OF MASTER'S REPORT**

SD-1 The Report on Family Property Act Accounting delivered [Date] by [specify Master] is confirmed in its entirety.

SD-2 The Report on Family Property Act Accounting delivered [Date] by [specify Master] is confirmed with variation and, accordingly: {insert and number a separate SD-2.1 sub-clause for each provision varied or confirmed}

SD-2.1 {having regard to the SB and SC clauses, specify each provision varied or confirmed separately};

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<sup>123</sup>For use only with certain federally-regulated pension plans.

## T. EFFECTIVENESS OF RELIEF OR ORDER

### EFFECTIVENESS OF RELIEF OR ORDER<sup>124</sup>

TA-1 The [specify name of Order] pronounced [Date] by [specify Judge] is (satisfied/set aside/of no further effect/suspended) (effective {specify if different than date of Order}/blank);

TA-2 The following provision(s) in the [specify name of Order] pronounced [Date] by [specify Judge] (is/are) (satisfied/set aside/of no further effect/suspended) (effective {specify if different than date of Order}/blank):

{specify provision(s)}

TA-3<sup>125</sup> The (child support payments in the/blank) Recalculated Child Support Order pronounced [Date] by [specify Support Determination Officer] recalculating child support in the {specify name of Order} pronounced [Date] by [specify Judge] (is/are) (suspended until further order of the Court/of no force and effect/rescinded effective/confirmed and in effect) {specify a date when applicable};

TA-4 This Order shall remain in effect until (further order of the Court/{specify date and time});<sup>126</sup>

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<sup>124</sup>Use the appropriate QE or QF clause if the relief sought relates to suspension of enforcement through the Maintenance Enforcement Program.

<sup>125</sup>See *Queen's Bench Rule* 70.31(10.1)(b)(ii) which outlines mandatory content of a variation of an Order with a recalculated child support amount.

<sup>126</sup>Where a matter is adjourned to a specific time and date, or on certain conditions, add Clause TC-1 and any appropriate sub-clauses.

TA-5           The [specify name of Order] pronounced [Date] by [specify Judge] shall remain in effect until (further order of the Court/{specify date and time});

### **APPLICATION TO SET ASIDE/VARY/REVOKE PROTECTION ORDER**

TB-1           The application of [specify Party Name] to (set aside/revoke<sup>127</sup>) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is granted and the Order is (set aside/revoked);

TB-2           The application of [specify Party Name] to (set aside/revoke<sup>128</sup>) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is dismissed and the Order is confirmed;

TB-3<sup>129</sup>       The application of [specify Party Name] to (set aside/vary/revoke) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is dismissed (but the Order is varied as (set out in this Order/follows/blank) (until further order of the Court/until {specify date or event}/blank)(;/:)

{specify terms or conditions}

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<sup>127</sup>Pursuant to subsection 11(1) of *The Domestic Violence and Stalking Act*, the respondent may apply to set aside a Protection Order within 20 days after being served with the Order. Pursuant to clause 19(1)(b) of the Act, the Court, on application at any time after the Protection Order is filed in the Court, may revoke the Protection Order.

<sup>128</sup>See footnote 127.

<sup>129</sup>At a hearing to set aside a Protection Order, a Queen’s Bench Judge “may vary it by deleting clauses or by adding clauses from subsection 7(1)” [s. 12(1)]. On application, the Court may also vary a Protection Order “if satisfied that it is fit and just to do so” at any time after the Order is filed in the Queen’s Bench. In so doing, the Court can “add terms and conditions, which may include any provision mentioned in clauses 14(1)(a) to (p)” [s. 19(1)].

TB-4<sup>130</sup> The application of [specify Party Name] to (set aside/vary/revoke) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is adjourned<sup>131</sup>, (and the Order is varied as (set out in this Order/ follows/blank)(until further order of the Court/ until {specify date or event}/blank)(;/:)

{specify terms or conditions}

## ADJOURNMENT

TC-1 (This matter/The issue(s) of) {specify issue(s)} (is/are) adjourned to (no fixed date/{specify date, time, and court address}) {insert and number the appropriate TC-1 sub-clause(s) if necessary}{;/:)

TC-1.1 and may be brought on at the request of either party upon notice to the other;

TC-1.2 for [specify Party Name] to file and serve {specify document(s)} by {specify date};

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<sup>130</sup>See footnote 129.

<sup>131</sup>If adjourned, complete with TC-1 clause.



TC-1.3 for (a/the) (Support Application/Support Variation Application/Provisional Order/Provisional Variation Order) (to be/blank) submitted by [specify Party Name] pursuant to *The Inter-jurisdictional Support Orders Act* (for determination by/to proceed before) a competent authority in the reciprocating jurisdiction where [specify Party Name] is believed to habitually reside;

TC-1.4 on the condition that {specify the condition(s)}:

TC-1.4.1 {any of TC-2.1 – TC-2.13/specify other condition(s) as applicable};

TC-2<sup>132</sup> This matter is adjourned to {specify date} at {specify time} (in Courtroom 223/in Courtroom/at) {specify courtroom number if appropriate} [specify Queen’s Bench Court Complex and address in full including postal code], {specify “for a show cause hearing to proceed that date”, “with or without counsel”, “for disposition” and/or other detail if appropriate} on condition that [specify Party Name] shall: {insert and number the appropriate TC-2 sub-clause(s)}

TC-2.1 personally appear on that date;

TC-2.2 remain in custody until further order of the Court;

TC-2.3 pay {specify amount} (immediately/by {specify date});

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<sup>132</sup>This clause is to be used for Orders resulting from Maintenance Enforcement Court.

- TC-2.4 provide (proof that (he/she) has filed/copies of) (his/her) (income tax return(s)/notices of assessment or reassessment) (with/from) the Canada Revenue Agency for the {specify year(s)} taxation year(s) to (the Designated Officer, Maintenance Enforcement Program,/[specify Party Name]) by {specify date};
- TC-2.5 provide a complete list of all places where (he/she) has applied for employment, including whom (he/she) contacted and the date of the applications for the period {specify time period} to (the Designated Officer, Maintenance Enforcement Program,/[specify Party Name]) by {specify date};
- TC-2.6 provide proof that (he/she) is in receipt of (Social Assistance benefits/Employment Insurance benefits/{specify other benefits}) to (the Designated Officer, Maintenance Enforcement Program,/[specify Party Name]) by {specify date};
- TC-2.7 provide {specify number} current, consecutive pay stubs from (his/her) employment to (the Designated Officer, Maintenance Enforcement Program/[specify Party Name]) by {specify date};
- TC-2.8 report particulars of (his/her) income for the period {specify time period} to (the Designated Officer, Maintenance Enforcement Program,/[specify Party Name]) by {specify date};
- TC-2.9 provide receipts for any payments made directly to [specify Party Name] to the Designated Officer, Maintenance Enforcement Program, by {specify date};

- TC-2.10 complete and provide a sworn or affirmed financial statement outlining (his/her) financial circumstances to the Designated Officer, Maintenance Enforcement Program, by {specify date};
- TC-2.11 provide proof that an application to vary the support order has been filed, with copies of the {specify document(s)} by {specify date};
- TC-2.12 provide the date set for the hearing of the variation application;
- TC-2.13 provide an update on the ongoing variation proceedings;
- TC-2.14 {specify as directed by the Court};

#### **REVIEWABLE**

- TD-1 (This Order/The issue of/The issues of) {specify issue(s)} shall be reviewable on or after {specify date or event and any further direction by the Court}(blank/without the need to show a material change in circumstances);

#### **SEIZED**

- TE-1 {Specify Judge} shall hear all further (interim/blank) hearings;

#### **NOT SEIZED**

- TF-1 {Specify pronouncing Judge} (need/will) not hear any further hearings;

## VARYING AN ORDER<sup>133</sup>

TG-1 Paragraph(s) {specify number(s)} of the [specify name of Order] pronounced [Date] by [specify Judge], which read(s) as follows:

{repeat/list each old paragraph being deleted with the number and wording exactly}

(is/are) (deleted;/deleted and replaced with:) {if required, insert and number a separate TG-1.1 sub-clause for each replacement clause}

TG-1.1<sup>134</sup> {specify the wording for each replacement clause separately};

TG-2 The following (paragraph(s)/conditions) shall be added to the [specify name of Order] pronounced [Date] by [specify Judge]: {insert and number a separate TH -2.1 sub-clause for each new clause}

TG-2.1<sup>135</sup> {specify the wording of each added clause separately};

TG-3<sup>136</sup> The child support recalculation interval and commencement date(s) in the [specify name of Order<sup>137</sup>] pronounced [Date] by [specify Judge] shall continue until further order of the Court;

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<sup>133</sup>See *Queen's Bench Rule 70.37* regarding variations.

<sup>134</sup>Use caution when numbering additional provisions to avoid duplication with prior Order.

<sup>135</sup>See footnote 134.

<sup>136</sup>Orders must specify the prescribed child support recalculation interval and commencement date.

<sup>137</sup>The Order referred to would be the Order that authorized recalculation of child support.

TG-4<sup>138</sup> Child support recalculation paragraphs(s) {specify number(s)} of the [specify name of Order<sup>139</sup>] pronounced [Date] by [specify Judge], which read(s) as follows:

{repeat/list each old child support recalculation paragraph number and wording exactly}

shall be deleted (and replaced with/blank)(;/:) {insert and number a separate TG-4.1 sub-clause for each replacement clause where appropriate}

TG-4.1 {specify the wording for each replacement clause separately};

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<sup>138</sup>For use when the Court is varying the child support recalculation interval/commencement date. When a child support Order that includes or is subject to a recalculation Order is varied, the specified recalculation interval/commencement date should be revisited and adjusted accordingly.

<sup>139</sup>See footnote 137.

## U. COSTS AND SECURITY FOR COSTS

### PARTY/PARTY

- UA-1 [Specify Party Name] shall pay [specify Party Name] costs {for ... specify nature of proceedings, if necessary} in the amount of {specify amount} (including disbursements/blank) {specify when} (in any event of the cause<sup>140</sup>/blank);
- UA-2 [Specify Party Name] shall pay [specify Party Name] costs {for ... specify nature of proceedings, if necessary} in the amount of {specify amount} plus disbursements (to be assessed/of {specify amount} for a total of {specify total amount} {specify when} (in any event of the cause<sup>141</sup>/blank);
- UA-3 [Specify Party Name] shall pay [specify Party Name] costs {for ... specify nature of proceedings, if necessary} in accordance with the Tariff of *Queen's Bench Rules* as a Class {specify class number} proceeding, to be assessed;
- UA-4 Costs (blank/of {specify nature of proceedings}) are (adjourned/reserved) to the trial Judge;
- UA-5 [Specify Party Name] and [specify Party Name] shall each bear their own costs;

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<sup>140</sup>For use when costs are ordered on an interim proceeding.

<sup>141</sup>See footnote 140.

## **LAWYER AND CLIENT**

UB-1 [Specify Party Name] pay [specify Party Name] costs in an amount that fully compensates [specify Party Name] for all legal fees and disbursements incurred in this proceeding (, to be assessed/for a total of {specify amount});

## **SECURITY FOR COSTS**

UC-1 [Specify Party Name] shall pay {specify amount} as security for costs:  
  
{specify as directed by the Court};

## V. SERVICE

### PERSONAL SERVICE/ALTERNATIVE TO PERSONAL SERVICE

- VA-1 A copy of (this Order/blank) (and/blank) {specify document(s) and its/their appropriate date(s) if appropriate} shall be served personally on [specify Party Name] (immediately/within 10 days of the date of signing/within 20 days of the date of signing/blank) {specify if different instructions by the Court};
- VA-2 A copy of (this Order/blank) (and/blank) {specify document(s) and its/their appropriate date(s) if appropriate} shall be served on [specify Party Name] by (regular letter mail/registered mail/registered mail with confirmed delivery/courier/fax/e-mail) addressed to {specify name, additional details and/or address in full} (immediately/within 10 days of the date of signing/within 20 days of the date of signing/blank) {specify if different instructions by the Court};
- VA-3 [Specify Party Name] (has been validly/shall be) served in accordance with the Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* (blank/, by {specify method of service});



VA-4<sup>142</sup> The {specify document} having been transmitted on {specify date} for service on [specify Party Name] in {specify country}, through (that State's Central Authority/{specify other competent authority}, a competent authority in that State), pursuant to the Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters*, with more than six months having elapsed and despite reasonable efforts being made to obtain proof of service, no proof of service being obtained, default judgment is granted against [specify Party Name] pursuant to Rule 69.03.

#### **SERVICE WHEN WITHOUT NOTICE ORDER GRANTED**

VB-1 A copy of this Order, the {specify initiating pleading<sup>143</sup>} if not previously served, the Notice of Motion and all Affidavits filed in support of this Order, together with a new Notice of Motion specifying the date of the hearing at which [specify Party Name] may appear and the relief that will be sought at that time, shall be served on [specify Party Name] immediately;

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<sup>142</sup> For use pursuant to Rules 70.12.1 and 69.03 when a party wishes to note default but service as required under the Hague Service Convention cannot be established.

<sup>143</sup>The term "initiating pleading" includes documents such as Petitions for Divorce, Petitions, Answers, Notices of Application, Notices of Motions to Vary. See *Queen's Bench Rule 70.01* for a non-exhaustive list of initiating pleadings.

## SUBSTITUTED SERVICE

VC-1<sup>144</sup> The following action(s) shall be (a/blank) substitute(s) to personal service or alternative(s) to personal service on [specify Party Name] of the {specify document(s) and its/their appropriate date(s)}: {insert and number the appropriate VC-1 sub-clause(s)}

VC-1.1 personal service of a copy of the {specify document(s) and its/their appropriate date(s)} on ({specify name}/Designated Officer, Maintenance Enforcement Program,/an Adult) (who resides/blank) at {specify address in full}, together with a letter addressed to ({specify name}/Designated Officer, Maintenance Enforcement Program/an Adult) instructing (him/her/them/that person) to hand or forward the document(s) to [specify Party Name];

VC-1.2 sending by (regular mail/registered mail/registered mail with confirmed delivery/courier/fax/e-mail) a copy of the {specify document(s)} to {specify name} at the following address(es):

{specify address(es)};

VC-1.3 publication of a notice in the {specify edition} edition(s) of the {specify name and location of the newspaper(s)} (as follows: /blank) {specify if required};

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<sup>144</sup>If the location of the party served is unknown, include Clause VD-1 in the Order.

VC-1.4 sending a copy of the {specify document(s) and its/their appropriate date(s)} by (private Facebook Messenger message to {specify name}'s Facebook account, which appears on the Messenger program as {specify}/{specify other electronic method}) (, with each document sent as a separate message/blank);

VC-1.5 {method and details as specified by the Court};

### **EFFECTIVE DATE OF ALTERNATIVE OR SUBSTITUTED SERVICE**

VD-1 Service as directed shall be effective (immediately/{specify number} days) after (that/the last) action;

VD-2 Service as directed shall be completed (by {specify date}/{specify number of days} days before {specify event});

### **TIME TO NOTE DEFAULT SPECIFIED**

VE-1 In the event no (Answer/Statement of Defence) is filed within {specify number of days} days<sup>145</sup> after service is effective, [specify Party Name] may proceed to note default on [specify Party Name] without further notice;

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<sup>145</sup>Different deadlines are prescribed for filing of responsive pleadings, depending on where the responding party was served. (Note, for example, *Queen's Bench Rules* 70.07(3), 18.01 and 25.04)

## **VALIDATION OF DEFECTIVE OR IMPROPER SERVICE**

VF-1 (Personal/Alternative to personal/Substitutional) service upon [specify Party Name] of the {specify document(s) and its/their appropriate date(s)} is validated ({specify effective date}/blank);

## **DISPENSE WITH SERVICE**

VG-1 Service upon [specify Party Name] of the {specify document(s) and its/their appropriate date(s)} is not required;

## **SERVICE OF A RECALCULATION ORDER**

VH-1<sup>146</sup> [Specify Party Name] shall serve a copy of this Order and a blank Child Support Recalculation Service Registration Form on [specify Party Name] by regular letter mail addressed to {specify name} at {specify address};

VH-2<sup>147</sup> [Specify Party Name] shall file proof of service on {specify name(s)} with the Court and shall provide a copy of this Order and proof of service to the Child Support Recalculation Service without delay;

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<sup>146</sup>Use only if the Order authorizing recalculation of a child support Order is not sought by both parents jointly or both parents have not completed the Registration Form.

<sup>147</sup>Use only if the Order authorizing recalculation of a child support Order is not sought by both parents jointly or both parents were not present in court when the Order was granted.

## W. DATE SIGNED AND SIGNATURE

### DATE AND SIGNATURE

WA-1 DATED: \_\_\_\_\_.

\_\_\_\_\_  
(Judge/Master/Deputy Registrar)

### APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT)

WB-1 APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):  
{Specify Law Firm}

Per: \_\_\_\_\_

{Specify Lawyer}

Counsel for ([specify Party Name]/{specify name(s)})

WB-2 APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: \_\_\_\_\_

{Specify Lawyer}

(Amicus curiae/Counsel) for {specify child(ren)'s  
name(s)/birthdate(s)}

WB-3 APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Agency}

Per: \_\_\_\_\_

{Specify Lawyer}, Counsel

WB-4

APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):

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[Specify Party Name], acting on (his/her) own behalf

## X. LAWYERS OF RECORD OR COUNSEL

### LAWYERS OF RECORD

XA-1 Lawyer of Record for [specify Party Name] is:

Name: {specify}

Firm Name: {specify}

Address: {specify}

Phone Number: {specify}

Fax Number: {specify}

E-Mail Address: {specify}

Firm File Number: {specify}

XA-2 Counsel for {specify Name} is:

Name: {specify}

Firm Name: {specify}

Address: {specify}

Phone Number: {specify}

Fax Number: {specify}

E-Mail Address: {specify}

Firm File Number: {specify}

XA-3 Counsel for the Designated Officer, Maintenance Enforcement Program, is:

Name: Manitoba Justice, Family Law Section, Legal Services Branch

Address: 1230 – 405 Broadway, Winnipeg, Manitoba, R3C 3L6

Phone Number: (204) 945-0268

Fax Number: (204) 948-2004

FLS File No.: {specify}

MEP File No.: {specify}

## Y. COURT STAFF USE ONLY

### DATE AND SIGNATURE

YA-1 DATED [Date].

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(Judge/Master/Deputy Registrar)

YA-2 DATED [Date].

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ORIGINAL SIGNED BY [SPECIFY JUDGE]

YA-3 APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: ORIGINAL SIGNED BY {specify Lawyer}

Counsel for ([specify Party Name]/{specify name(s)})

YA-4 APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Law Firm}

Per: ORIGINAL SIGNED BY {specify Lawyer}

(Amicus curiae/Counsel) for {specify child(ren)'s name(s)/birthdate(s)}

YA-5 APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):

{Specify Agency}

Per: ORIGINAL SIGNED BY {specify Lawyer}

Counsel

YA-6 APPROVED AS TO (FORM/CONTENT/FORM AND CONTENT):

ORIGINAL SIGNED BY [specify Party Name]

Acting on (his/her) own behalf



## ESCORT POWERS

YB-1 To the Peace Officers and to the Keeper of a Provincial Institution: This is to command in Her Majesty's Name that: You, the Peace Officer, arrest and convey [specify Party Name] safely to a Provincial Correctional Institution in Manitoba and to deliver (him/her) to its Keeper. You, the Keeper, to receive [specify Party Name] into your custody and keep (him/her) in accordance with this Order and for so doing this is a sufficient Warrant;

## WARRANTS

YC-1 [Specify Party Name] having been brought to this hearing on the authority of a Warrant for Arrest issued [Date] shall be released on (his/her) (own recognizance in the sum of/undertaking to appear on) ({specify amount}/{specify date}) and provided with a copy of this Order;

YC-2 [Specify Party Name] having been brought to this hearing on the authority of a Warrant for Arrest issued [Date] shall be remanded in custody to {specify date} and provided with a copy of this Order;

YC-3 [Specify Party Name] having been brought to this hearing on the authority of a Warrant for Arrest issued [Date] shall be released and provided with a copy of this Order;

## **Z. NON-STANDARD CLAUSE**

The Court must approve the use of a non-standard clause. An acceptable explanation for the use of that clause must be submitted to the Court in writing along with the Order.