

STANDARD CLAUSES

FOR ORDERS IN

FAMILY PROCEEDINGS

VERSION 6

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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	Indicates a choice to be made from information in Registry: Examples: - [specify Party Name] - [Judge]
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()	Round Brackets	Indicates a choice to be made from a list: Examples: - (is/are) - (his/her/their) - (sworn/affirmed) - (by teleconference;/by video;/blank) - “blank” confirms you don’t need the option(s) It can also indicate a choice to use the singular or plural of a word: Examples: - Lawyer(s) - number(s) - paragraph(s)
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{ }	Curved Brackets	<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"> - {specify conditions} - {specify assets} - {insert full legal description} <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"> - {(and/blank) {name of school} where {specify Child(ren)'s Name(s)/Birthdate(s)} (is/are) in attendance} - {subject to the following conditions: specify}
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STANDARD CLAUSES FOR ORDERS IN FAMILY PROCEEDINGS

A. PREAMBLE

DATE AND PLACE OF HEARING

AA-1¹ 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 decision²};

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-2³ This matter being a request by [specify Party Name] for variation of the (Interim Order/Final Order/{specify type of Order}) pronounced [Date] by [specify Judge] (and subsequently varied by Variation Order pronounced

¹ 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.

² 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.

³ This clause must specify all prior Variation Orders and recalculations that have occurred. The clause relates to subsections 4(1)(c) and 7(1) of *The Child Support Service Act*. If the original support obligation being recalculated was not in an order and a party wishes to object to the recalculation decision, they may apply for an order setting the decision aside. Clause AB-24 may be used in such an order.

[Date] by [specify Judge]/blank) (and subsequently recalculated [specify date] by [specify Support Determination Officer]/blank);

AB-3⁴ This request for variation being made within 30 days of notice of a recalculation pursuant to (subsection 7(1) of *The Child Support Service Act*/subsection 25.1(4) of the *Divorce Act*);

AB-4⁵ This matter being a (support/support variation) application made by [specify Party Name] of {specify province, territory, state, country, etc.}

AB-5⁶ 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-6⁷ 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*,

⁴ For orders pronounced after July 1, 2020, 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 or when seeking to vary a Family Arbitration Award that includes child support within 30 days of being notified of a Child Support Recalculation Decision. For orders pronounced prior to July 1, 2020, refer to subsection 39.1(5) of *The Family Maintenance Act* rather than subsection 7(1) of *The Child Support Service Act*.

⁵ This clause may be used for inter-jurisdictional support applications pursuant to *The Inter-jurisdictional Support Orders Act* or, as of March 1, 2021, the *Divorce Act*.

⁶ Only for orders pronounced prior to March 1, 2021, when hearings for confirmation of Provisional Variation Orders pursuant to the *Divorce Act* will no longer occur.

⁷ See footnote 6.

- AB-8 This matter being a motion by [specify Party Name] opposing confirmation of the Report on (Family Property Act Accounting/the Date(s) of (Cohabitation/Separation/Cohabitation and Separation)) delivered [Date] by [specify Master];
- AB-9 This matter being a request by [specify Party Name] for a suspension order, with a previous request having been made for an administrative suspension of enforcement through the Designated Officer, Maintenance Enforcement Program;
- AB-10 This matter being a request by [specify Party Name] for an emergent hearing for {specify nature of relief sought};
- AB-11 This matter having proceeded to hearing at the triage conference on {specify date} (at the request of [specify Party Name]/{specify name}/blank) (for an Interim Order/a Final Order/summary judgment on {specify issue(s)}/blank);
- AB-12 This matter being an appeal by [specify Party Name] of Master [specify Master]'s Order pronounced {specify date} (blank/and having proceeded at the triage conference);
- AB-13 This matter being a motion for a reference to the Master for a report with recommendations respecting determination of the (date cohabitation commenced/date cohabitation ceased/dates of cohabitation);
- AB-14 This matter being a request for a reference to the Master for a Family Property Act accounting report;

AB-15⁸ This matter being a request by [specify Party Name] for the court to transfer the {specify nature of proceeding} to {specify court in other province or territory};

AB-16⁹ This matter being a request by ([specify Party Name]/the order assignee(s), {specify name of order assignee}) for an order that this court convert the (portion of the/blank) {specify pleading} of [specify Party Name] seeking {briefly specify support variation sought} into an application under subsection 18.1(3) of the *Divorce Act*;

AB-17¹⁰ A request for this court to convert the (portion of the/blank) {specify pleading} of [specify Party Name] seeking {briefly specify support variation sought} into an application under subsection 18.1(3) of the *Divorce Act* having not been made by [specify Party Name] and the court not being satisfied that there is sufficient evidence to determine the matter in accordance with section 17 of the *Divorce Act*;

AB-18 The court having considered whether the current support order has been assigned pursuant to subsection 20.1(1) of the *Divorce Act* and whether the order assignee, {specify name of order assignee}, received notice of the

⁸ This clause is to be used with CH-2 when a request is made pursuant to subsections 6(1), 6(2) or 6.2(2) of the *Divorce Act* to transfer divorce, initial corollary relief or variation proceedings to another province or territory.

⁹ This clause is to be used when a request is made pursuant to section 18.2 of the *Divorce Act* to convert a request for support returnable in Manitoba in order to have the matter heard in a province or territory where the responding party resides.

¹⁰ This clause is to be used in relation to clause 18.3(1)(b) of the *Divorce Act* to convert a request for variation of support returnable in Manitoba so the matter will be heard in the province or territory where the responding party resides, on the direction of the court. This may occur when the responding party does not file a response to the application and does not request conversion.

{specify pleading} and (did not request/requested) the matter be converted under subsection 18.1(3) of the *Divorce Act*,

AB-19 This matter being an application by ([specify Party Name]/[specify additional Party¹¹]) for recognition of the {specify name of Order or decision} pronounced {specify date} by {specify Judge or decision-maker} of the {specify the Court or competent authority and jurisdiction} that has the effect of (varying/suspending/rescinding) (parenting/parenting and decision-making/decision-making/contact) provisions in the {specify *Divorce Act* Order} pronounced {specify date} by {specify Judge} of (this Court/{specify Court});

AB-20¹² This matter being a request by [specify Party Name] for variation of the Family Arbitration Award made [Date] (and subsequently varied by a Variation of a Family Arbitration Award Order pronounced [Date] by [specify Judge]/blank) (and subsequently recalculated [specify date] by [specify Support Determination Officer]/blank);

AB-21¹³ This matter being a request to set aside the (Child Support Calculation Decision/Child Support Recalculation Decision) of the Child Support Service made [date] by [specify Support Determination Officer];

¹¹ An additional party is one added to the original proceeding, such as a relative seeking a contact order pursuant to the *Divorce Act*.

¹² This clause must specify all prior Variation of a Family Arbitration Award Orders and recalculations that have occurred.

¹³ This clause relates to subsections 4(1)(c) and 7(1) of *The Child Support Service Act*, where a party wishes to have a child support decision, or a recalculation decision that did not relate to a court order, set aside.

AB-22 This matter being a request by [specify Party Name] to (set aside/vary/revoke) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace];

AB-23 This matter being a request by [specify Party Name] for {specify nature of relief sought} (respecting/of) the (Family Arbitration Award made on/Family Arbitration Agreement dated) {specify date};

AB-24 This matter being a request by [specify Party Name] for {specify nature of proceeding and relief sought};

PREVIOUSLY ADDRESSED CLAIMS/UNDERTAKINGS IN PROCEEDING

AC-1 The Final Order pronounced [Date] having addressed the claims for {specify claims} in this proceeding;

AC-2 The Family Arbitration Award dated {specify date} having addressed the issues of {specify issues};

AC-3 [Specify Party Name] having undertaken as follows:

{specify undertaking(s)};

PARTIES DIVORCED

AD-1¹⁴ [Specify Party Name] and [specify Party Name] having been divorced by Divorce Judgment pronounced this date;

AD-2¹⁵ [Specify Party Name] and [specify Party Name] having been divorced by Divorce Judgment pronounced {specify [Date]};

ATTENDANCES

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

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

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

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

AE-1.4 {specify others if necessary};

¹⁴ 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).

¹⁵ 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.

NON-APPEARANCES

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

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

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

DEFAULT NOTED

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

DOCUMENTS/EVIDENCE

AH-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)}

AH-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);

AH-1.2 the Affidavit of ([specify Party Name]/{specify name}), (sworn/affirmed) [Date];

AH-1.3 the Transcript of the Cross-Examination of [specify Party Name] conducted on [Date];

- AH-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];
- AH-1.5 the [specify name of Order] pronounced [Date] by {specify Judge, Judicial Justice of the Peace or other decision-maker} (blank/of the {specify court and jurisdiction});
- AH-1.6¹⁶ the (support/support variation) application of [specify Party Name];
- AH -1.7 the (Child Support Calculation Decision/Child Support Recalculation Decision/Recalculated Child Support Order) made [Date] by [specify Support Determination Officer];
- AH-1.8 (Certificate(s) of Birth/Certificate(s) of Birth Registration Search/Birth Registration(s)) of {specify child(ren)'s name(s) and birthdate(s)};
- AH-1.9 the letter from the Designated Officer, Maintenance Enforcement Program regarding the outcome of the request by [specify Party Name] for an administrative suspension of enforcement;
- AH-1.10 the (undertaking/recognizance/{specify other order}) entered into by [specify Party Name] on {specify date} in {specify criminal court proceeding and Court};

¹⁶ For inter-jurisdictional support Order applications only.

- AH-1.11 the Acknowledgment of Completion form indicating that [specify Party Name] has completed the For the Sake of the Children parent information program;
- AH-1.12 Mediation Summary Report prepared by the Family Resolution Service;
- AH-1.13 {specify other document(s)};
- AH-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;

CONSENT

- AI-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 STATUTE¹⁷

- 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-5¹⁸ 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:

¹⁷ A separate clause is needed for Orders made under each Act.

¹⁸ 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 *The Child Support Service Act* that:

BA-14 THIS COURT ORDERS pursuant to *The Arbitration Act* that:

BA-15 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-2¹⁹ [Specify Party Name] is granted leave to have (his/her/their) matter heard prior to (the triage conference/completion of the For the Sake of the Children parent information program/{specify other action});

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

¹⁹ Relates only to Orders pronounced before February 1, 2019, when the new scheduling model for family proceedings came into effect.

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-1²⁰ 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-2²¹ 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

²⁰ 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.

²¹ 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 centre and address in full including postal code];

CH-2²² The {specify nature of proceeding} is transferred to {specify court in the other province or territory that the matter is being transferred to} as the (child/children) of the marriage (is/are) (habitually resident/present) in {specify province or territory};

CONVERSION OF APPLICATIONS (*DIVORCE ACT*)

CI-1²³ The (portion of the/blank) {specify pleading} of [specify Party Name] seeking {briefly specify variation support sought} shall (be/not be) converted into an application under subsection 18.1(3) of the *Divorce Act* (and a copy of the {specify pleading} and evidence in support of it shall be sent to the designated authority for Manitoba/blank);

²² This clause is to be used with AB-15 when a request is made pursuant to subsections 6(1), 6(2) or 6.2(2) of the *Divorce Act* to transfer divorce, initial corollary relief or variation proceedings to another province or territory. JL clauses may also be needed.

²³ This clause is to be used for sections 18.2 and 18.3 of the *Divorce Act* where an out-of-province party requests, or the court directs, that the issue of support be heard in a province or territory other than Manitoba. It should be used in conjunction with clause AB-16, AB-17 or AB-18, as applicable.

ADDITIONAL FILING

CJ-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

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

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

CK-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}”;

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

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

TRIAGE

CL-1 [Specify Party Name] shall complete the following prerequisite(s) by {specify date}: {insert and number prerequisite(s) as CL-1.1 sub-clause(s)}

CL-1.1 {specify prerequisite(s)};

CL-2 [Specify Party Name] shall file a Certificate of Prerequisite Completion and a Triage Brief by {specify date no later than four days before the triage screening date} at {specify time if required};

CL-3 The appeal of [specify Party Name] of Master [specify Master]'s Order pronounced {specify date} shall be heard {specify date/terms and conditions for proceeding with appeal};

STRIKING

CM-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};

PARENT INFORMATION PROGRAM

CN-1 [Specify Party Name] (shall/need not) complete (the For the Sake of the Children parent information program/{specify other}) (blank/(by/within) {specify date or time period} (by {specify manner}/blank));

DISMISSAL OF CLAIMS

CO-1 The (claim/claims) for {specify} in the (Notice of Motion/{specify initiating pleading²⁴}) (of {specify Party Name}/blank) (filed on [Date]/blank) (is/are) dismissed;

²⁴ 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.

CO-2 The (Notice of Motion/{specify initiating pleading²⁵}) of {specify Party Name} (filed on [Date]/blank) (blank/for {specify nature of motion}) is dismissed (blank/and all Orders granted pursuant to it are of no further force and effect) (blank/for jurisdictional reasons);

CO-3²⁶ The (Notice of Motion to Vary/Notice of Application to Vary) seeking to (vary/rescind/suspend/terminate) child support in the [specify name of Order] pronounced [Date] by [specify Judge] is dismissed and the recalculation made [Date] by [specify Support Determination Officer], is confirmed and the recalculated child support 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 or Decision};

CO-4²⁷ The motion of [specify Party Name] for summary judgment on (all claims in the {specify initiating pleading}/{specify applicable issue(s)}) is (granted/dismissed);

²⁵ 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.

²⁶ For use where a Notice of Motion to Vary or a Notice of Application 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. For use with clause AB-3 when a party is seeking to vary a child support Order within 30 days of being notified of a Recalculated Child Support Order.

²⁷ 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).

CO-5²⁸ The Notice of Motion to Vary a Family Arbitration Award seeking to (vary/rescind/suspend/terminate) child support in the Family Arbitration Award made [Date] is dismissed and the recalculation made [Date] by [specify Support Determination Officer], is confirmed and the recalculated child support amount of {specify amount} payable {specify payment frequency, date and installment amount}, commences on {specify commencement date contained in the Child Support Recalculation Decision};

WITHDRAWAL OF CLAIMS²⁹

CP-1 All other claims in the (Notice of Motion/{specify initiating pleading³⁰}) (of {specify Party Name}/blank) (filed on [Date]/blank) not addressed in (this Order/the {specify Order} pronounced [Date]) are withdrawn;

CP-2 The (claim/claims) for {specify claim(s)} in the (Notice of Motion/{specify initiating pleading³¹}) (of {specify Party Name}/blank) (filed on [Date]/blank) not addressed in (this Order/the {specify Order} pronounced [Date]) are withdrawn;

²⁸ For use where a Notice of Motion to Vary a Family Arbitration Award was brought within 30 days of notification of a Child Support Recalculation Decision because a party did not agree with the recalculated amount of support. For use with clause AB-3 used when a party is seeking to vary a Family Arbitration Award that includes child support within 30 days of being notified of a Child Support Recalculation Decision.

²⁹ Relief to be dismissed must be dismissed under the legislation in which it was pled (i.e. the *Divorce Act*, *The Family Maintenance Act*, etc.). Relief to be withdrawn must be withdrawn under *The Court of Queen's Bench Act and Rules*.

³⁰ 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.

³¹ See footnote 30.

ADJOURNMENT

CQ-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 CQ-1 sub-clause(s) if necessary}{;/:}

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

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

CQ-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;

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

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

CQ-2³² 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],

³² This clause is to be used for Orders resulting from Maintenance Enforcement Court.

{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 CQ-2 sub-clause(s)}

- CQ-2.1 personally appear on that date;
- CQ-2.2 remain in custody until further order of the Court;
- CQ-2.3 pay {specify amount} (immediately/by {specify date});
- CQ-2.4 provide (proof that (he/she/they) (has/have) filed/copies of (his/her/their) (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};
- CQ-2.5 provide a complete list of all places where (he/she/they) (has/have) applied for employment, including whom (he/she/they) 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};
- CQ-2.6 provide proof that (he/she/they) (is/are) 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};

- CQ-2.7 provide {specify number} current, consecutive pay stubs from (his/her/their) employment to (the Designated Officer, Maintenance Enforcement Program/[specify Party Name]) by {specify date};
- CQ-2.8 report particulars of (his/her/their) income for the period {specify time period} to (the Designated Officer, Maintenance Enforcement Program,/[specify Party Name]) by {specify date};
- CQ-2.9 provide receipts for any payments made directly to [specify Party Name] to the Designated Officer, Maintenance Enforcement Program, by {specify date};
- CQ-2.10 complete and provide a sworn or affirmed financial statement outlining (his/her/their) financial circumstances to the Designated Officer, Maintenance Enforcement Program, by {specify date};
- CQ-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};
- CQ-2.12 provide the date set for the hearing of the variation application;
- CQ-2.13 provide an update on the ongoing variation proceedings;
- CQ-2.14 {specify as directed by the Court};
- CQ-3 (This matter/The issue(s) of) (blank/{specify issue(s)}) (is/are) adjourned to a (prioritized hearing/case conference) on {specify date, time and court address};

REVIEWABLE

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

SEIZED

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

NOT SEIZED

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

WARRANT CANCELLATION

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

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/their) 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-1.5³³ 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;

³³ See also clause JE-4.

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/their 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/their custody, other individual(s) or group(s) of persons}{;/:) {insert and number a separate DD-1 sub-clause for each specified exception}

DD-1.1³⁴ 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/their custody, other individual(s) or group(s) of persons}: insert and number the appropriate DE-1 sub-clause(s)}

³⁴ 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/their custody, other individual(s) or group(s) of persons} happen(s)
to be;

Exceptions to Certain Clauses³⁵

- 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 at: {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;

³⁵ 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} metres³⁶ 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

³⁶ 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-5³⁷ 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*;

Compensation³⁸

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/them) (or by (his/her/their) (child/children)/blank):

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

³⁷ Examples of property (generally and specifically): all camera and photography equipment; Honda Accord, Licence #; etc.

³⁸ 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/they) (has/have) done so:

DH-1.1 {specify terms and conditions};

Bond

DI-1 To secure (his/her/their) 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 Bans³⁹

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

³⁹ For use with Orders under subsection 21(1) or (1.1) of *The Domestic Violence and Stalking Act*.

and/or a witness in the proceeding} or any information likely to identify {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/their) 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/their) 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-1⁴⁰ [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-3⁴¹ [Specify Party Name] (, whose name at birth was {specify name}/blank), born {specify birthdate} in {specify the location, province/state and country}, (is/is not) the (father/mother) of {specify child's name/birthdate/location of birth};

⁴⁰ This clause does not apply to common-law partners. Only married parties have an obligation to cohabit with one another.

⁴¹ 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.

LOCO PARENTIS/STAND IN PLACE OF A PARENT

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};

EE-1.3 did not cohabit in a common-law relationship;

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-1⁴² 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

⁴² 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/their) 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]/support provisions of the (agreement dated {specify date}/Family Arbitration Award made [Date])/(Child Support Calculation Decision/Child Support Recalculation Decision) made {specify date} by [specify Support Determination Officer]);
- 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, Revenue and Trust Processing Unit, 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 reason⁴³};

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

⁴³ For example, failure to provide financial disclosure.

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;

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/their) account with [specify Party Name], file {specify Maintenance Enforcement Program file number};

H. CHILD SUPPORT RECALCULATION

PROHIBITION AGAINST RECALCULATION

HA-1⁴⁴ The Child Support Service shall not recalculate the (Table amount of/blank) child support ordered in (this Order/ the {specify type of Order} pronounced [Date] by [specify Judge];

HA-2⁴⁵ The special or extraordinary expense(s) payable for {specify child(ren)'s name(s)/birthdate(s)} (for the section 7(1) {specify category} expense/blank) ordered in (this Order/ the [specify name of Order] pronounced [Date] by [specify Judge]) shall not be recalculated by the Support Determination Officer of the Child Support Service;

CHILD SUPPORT ELIGIBLE FOR RECALCULATION

HB-1⁴⁶ (Except as prohibited herein,/blank) (T/t)he child support ordered in this Order may be recalculated by the Support Determination Officer of the Child Support Service in accordance with *The Child Support Service Act*;

⁴⁴ This clause must be used when the court prohibits the Child Support Service from recalculating the Table amount of support or all child support ordered.

⁴⁵ This clause must be used when the court prohibits the Child Support Service from recalculating all or certain special and extraordinary expenses.

⁴⁶ It is recommended that all child support orders, especially *Divorce Act* orders, include this clause unless an order has been made prohibiting recalculation of all child support ordered. This clause may also be used in agreements and Family Arbitration Awards.

MANDATORY *DIVORCE ACT* RECALCULATION CLAUSES

HC-1⁴⁷ 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 28(1) and (2) of the *Child Support Service Regulation* and recalculate the order using the deemed income amount;

HC-2⁴⁸ 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 30(4) of the *Child Support Service Regulation* and recalculate the order using the deemed expense amount;

⁴⁷ For orders pronounced after July 1, 2020, this clause is required to enable the Child Support Service to deem income disclosure when recalculating the amount of child support in a *Divorce Act* order. Orders pronounced prior to July 1, 2020, should refer to subsections 24.8(1.1) and (1.2) of the *Child Support Guidelines Regulation*.

⁴⁸ For orders pronounced after July 1, 2020, this clause is required to enable the Child Support Service to deem the amount of any special or extraordinary amount to be zero when recalculating the amount in a *Divorce Act* child support order. Orders pronounced prior to July 1, 2020, should refer to subsections 24.8(1.1) and (1.2) of the *Child Support Guidelines Regulation*.

J. CUSTODY/PARENTING AND ACCESS/CONTACT

CUSTODY AND PARENTING⁴⁹

JA-1F [Specify Party Name] and [specify Party Name] have joint custody of {specify child(ren)'s name(s)/birthdate(s)};

JA-2F [Specify Party Name] shall have primary care and control of {specify child(ren)'s name(s)/birthdate(s)};

JA-2D ([Specify Party Name]/[specify additional Party name⁵⁰]) shall have the majority of parenting time with {specify child(ren)'s name(s)/birthdate(s)};

JA-3F [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-3.1F sub-clause for each period of access and condition specified}

JA-3.1F {specify periods of care and control and any conditions};

JA-3D [Specify Party Name] (blank/and [specify Party Name]/ and [specify additional Party name⁵¹]) shall have parenting time with {specify child(ren)'s

⁴⁹ Clauses marked with an F apply to orders made under *The Family Maintenance Act*, or under the *Divorce Act* before March 1, 2021. Clauses marked with a D apply to orders made under the *Divorce Act* on or after March 1, 2021.

⁵⁰ An additional party is one added to the original proceeding, such as a relative seeking parenting time pursuant to the *Divorce Act*.

⁵¹ See footnote 50.

name(s)/birthdate(s)} (as the parties may agree/as follows) (and on the following conditions/blank)(;/:) {insert and number a separate JA-3.1D sub-clause for each period of parenting time specified}

JA-3.1D {specify periods of parenting time and any conditions}⁵²;

JA-4F⁵³ [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 JA-4.1F sub-clause for each period of care and control and condition specified}

JA-4.1F {specify periods of care and control and any conditions};

JA-4D [Specify Party Name] and ([specify Party Name]/[specify additional Party name⁵⁴]) shall have (shared/equal) parenting time with {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 JA-4.1D sub-clause for each period of parenting time and any condition specified}

JA-4.1D {specify periods of parenting time and any conditions};

⁵² May include conditions as to transfers, including supervision.

⁵³ In most cases a joint custody provision (clause JA-1F) should be used in addition to this clause.

⁵⁴ An additional party is one added to the original proceeding, such as a relative seeking parenting time pursuant to the *Divorce Act*.

SOLE CUSTODY/EXCLUSIVE PARENTING TIME/ACCESS⁵⁵

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

JB-1D ([Specify Party Name]/[specify additional Party name⁵⁶]) shall have exclusive parenting time with {specify child(ren)'s name(s)/birthdate(s)};

JB-2F⁵⁷ [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 JB-2.1F sub-clause for each period of access and condition specified}

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

JB-3F⁵⁸ [Specify Party Name] shall have access to {specify child(ren)'s name(s)/birthdate(s)} (at the following times/blank) (, subject to the following condition(s)/blank): {insert and number a separate JB-3.1F sub-clause for period of access and condition specified}

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

⁵⁵ Clauses marked with an F apply to orders made under *The Family Maintenance Act*, or under the *Divorce Act* before March 1, 2021. Clauses marked with a D apply to orders made under the *Divorce Act* on or after March 1, 2021.

⁵⁶ An additional party is one added to the original proceeding, such as a relative seeking parenting time pursuant to the *Divorce Act*.

⁵⁷ This clause can be used for access orders pursuant to Part VII of *The Child and Family Services Act*.

⁵⁸ See footnote 55.

JB-4F⁵⁹ [Specify Party Name] shall have no access to {specify child(ren)'s name(s)/birthdate(s)};

JB-4D ([Specify Party Name]/and [specify Party Name]/and [specify additional Party name⁶⁰]) shall not have parenting time with {specify child(ren)'s name(s)/birthdate(s)};

CONTACT⁶¹

JC-1D [Specify additional Party Name⁶²] shall have contact with {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 JC-1.1D sub-clause for each period and type of contact}

JC-1.1D {specify each period and type of contact and any conditions}

DECISION-MAKING⁶³

JD-1 [Specify Party Name] and ([specify Party Name]/[specify additional Party name⁶⁴]) shall consult with the other on all major decisions respecting

⁵⁹ Clauses marked with an F apply to orders made under *The Family Maintenance Act*, or under the *Divorce Act* before March 1, 2021. Clauses marked with a D apply to orders made under the *Divorce Act* on or after March 1, 2021.

⁶⁰ An additional party is one added to the original proceeding, such as a relative seeking parenting time pursuant to the *Divorce Act*.

⁶¹ See footnote 59.

⁶² See footnote 60.

⁶³ Orders respecting decision-making for children may be made under either *The Family Maintenance Act* or the *Divorce Act*. The *Divorce Act* defines decision-making as the responsibility to for making significant decisions about a child's well-being, including in respect of health, education, culture language, religion and spirituality and significant extra-curricular activities.

⁶⁴ See footnote 60.

{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]/ [specify additional Party name]) shall have the right to make the final decision {specify natures of decision(s)};

JD-2 ([Specify Party Name]/ [specify additional Party name]⁶⁵) (and [specify Party Name]/blank) shall have exclusive authority to make day-to-day decisions affecting {specify child(ren)'s name(s)/birthdate(s)} during (his own/her own/their own/all) periods of (care and control/parenting time) (blank/except {specify if necessary});

JD-3 ([Specify Party Name]/and [specify Party Name]/and [specify additional Party name]⁶⁶) shall consult with the other(s) on (all/the following) significant decisions respecting {specify child(ren)'s name(s)/birthdate(s)} (blank/including {specify if necessary});

JD-4 In the event of a disagreement on a significant decision respecting {specify child(ren)'s name(s)/birthdate(s)}, ([specify Party Name]/ [specify additional Party name]⁶⁷) shall have the sole responsibility to make the final decision (blank/on the following issue(s) {insert and number a separate JD-4.1 sub-clause for each decision specified});

⁶⁵ An additional party is one added to the original proceeding, such as a relative seeking decision-making authority pursuant to the *Divorce Act*.

⁶⁶ See footnote 65.

⁶⁷ See footnote 65.

JD-4.1 {specify each decision category, or part thereof, separately};⁶⁸

COMMUNICATION⁶⁹

JE-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 JE-1.1 sub-clause for each communication time and condition specified}

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

JE-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 JE-2.1 sub-clause for each communication time and, if appropriate, condition specified}

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

⁶⁸ Conditions may include that the contact or transfer of the child from one person to another be supervised.

⁶⁹ Orders respecting communication may be made under either *The Family Maintenance Act* or the *Divorce Act*. These clauses can refer to various means of communication such as telephone, text, email, video calls and/or social media.

- JE-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});
- JE-4⁷⁰ [Specify Party Name] and [Specify Party Name] shall use (email/text messages/Our Family Wizard/the Talking Parent App/{specify other means of communication}) for all communications regarding the child(ren), except in the event of an emergency or time-sensitive matter, in which case they may communicate by (telephone/text messages/{specify other means of communication})(blank/subject to the following condition(s));/:) {insert and number a separate JE-4.1 sub-clause for each condition specified}
- JE-4.1 {specify each condition};
- JE-5 [Specify Party Name] shall not communicate with [specify Party Name] through {specify child(ren)'s name(s)/birthdate(s)};
- JE-6 [Specify Party Name] and [Specify Party Name] shall each keep the other apprised of their current {specify contact information such as address, email address, telephone number} (blank/which is: {insert each contact specified}) (blank/and shall notify the other (immediately/{specify timeframe}) of any change);

⁷⁰ Where more restrictions on contact and communication are ordered, see clauses DA-1 and DD-1.

RIGHT TO INFORMATION⁷¹

- JF-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)};
- JF-2 [Specify Party Name] shall notify [specify Party Name] (forthwith/immediately/within {specify timeframe}) of the name(s) of the {specify names such as school, doctor, dentist or other professional} for {specify child(ren)'s name(s)/birthdate(s)} and shall notify [specify Party Name] (immediately/{specify timeframe}) of any change;
- JF-3 [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)};

⁷¹ Orders respecting the right to information may be made under either *The Family Maintenance Act* or the *Divorce Act*,

REMOVAL/CHANGE OF RESIDENCE/RELOCATION

JG-1⁷² (([Specify Party Name]/blank)/(and/blank) [specify Party Name]/(and/blank) [specify additional Party⁷³]) shall not (remove/change the place of residence of) {specify child/ren's name(s)/birthdate(s)} from the {specify geographic area} without (the written consent of ([specify Party Name]/(blank/and [specify Party Name]/(blank/or) further order of the court) (blank/except for: {specify exceptions});

JG-2⁷⁴ (([Specify Party Name]/blank)/(and/blank) [specify Party Name]/(and/blank) [specify additional Party]) shall be entitled to (remove/change the place of residence of) {specify child/ren's name(s)/birthdate(s)} from the {specify geographic area} {specify terms and conditions}:) {insert and number a separate JG-2.1 sub-clause for each term or condition}

JG-2.1 {specify any terms or conditions};

JG-3D [Specify Party Name] pay [specify Party Name] (his/her/their) (equal/proportionate/blank) share of the following expenses to enable (him/her/them) to exercise parenting time with {specify child(ren)'s

⁷² This clause is for use where the Court is prohibiting a child's removal, or change of residence, including where the change would be considered a relocation, under the *Divorce Act*.

⁷³ An additional party is one added to the original proceeding, such as a relative seeking to change the residence of a child pursuant to the *Divorce Act*.

⁷⁴ This clause is for use where the Court allows a child's removal, or change of residence, including where the change would be considered a relocation under the *Divorce Act*. Depending on the circumstances, it may be followed by clauses varying prior clauses respecting parenting time and decision-making authority, and possibly apportionment of costs for the non-relocating parent to exercise parenting time.

name(s) and birthdate(s)): {insert and number a separate JG-3.1 sub-clause for each expense}

JG-3.1 {specify amount or share of specified expense and payment details};

NOTICE OF CHANGE OF RESIDENCE⁷⁵

JH-1 ([Specify Party Name]/[specify additional Party⁷⁶]) shall notify {specify the other Party or Parties to be notified} in writing of any intended change of (his/her/their) place of residence (blank/(and/or) 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 and the contact information of {specify the Party or child(ren)}, (and in any form prescribed in the regulations⁷⁷/blank);

JH-2 ([Specify Party Name]/[specify additional Party⁷⁸]) shall not be required to notify {specify the other Party or Parties} of any intended change of (his/her/their) place of residence (blank/(and/or) the place of residence of {specify child(ren)'s name(s)/birthdate(s)}) {specify any terms and

⁷⁵ Orders respecting notice of change of residence may be made under either *The Family Maintenance Act* or the *Divorce Act*, The *Divorce Act* has stronger requirements, including that parties provide notice for their own changes of residence and as such the appropriate JH clause should be included.

⁷⁶ An additional party is one added to the original proceeding, such as a relative who has been granted an order for parenting time or contact pursuant to the *Divorce Act*.

⁷⁷ The *Notice of Relocation Regulations*, SOR/2020-249, to the *Divorce Act* that come into effect March 1, 2021, address the giving and content of certain notices.

⁷⁸ See footnote 76.

conditions} (blank/;) {insert and number a separate JH-2.1 sub-clause for each term and condition}

JH-2.1 {specify each term and or condition};

TRAVEL⁷⁹

JI-1 [Specify Party Name] (may/shall not) travel {specify the allowed or prohibited location⁸⁰} with {specify child(ren)'s name(s)/birthdate(s)} without the (written/blank) consent of [specify Party Name];

JI-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);

JI-3 During periods of travel (blank/in excess of {specify timeframe}), the non-travelling parent has the right to communicate with {specify child(ren)'s name(s)/birthdate(s)} (blank/{specify details such as frequency and method of communications});

JI-4 [Specify Party Name] may travel with {specify child(ren)'s name(s)/birthdate(s)} to {specify destination} from {specify date} to {specify date};

⁷⁹ Orders respecting travel may be made under either *The Family Maintenance Act* or the *Divorce Act*,

⁸⁰ For example: outside of the Province of Manitoba, within 10 kilometres of the City of Winnipeg, outside of Canada.

JJ-5 [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];

JJ-6 [Specify Party Name] and [specify Party Name] shall each be responsible for obtaining travel health insurance for {specify child(ren)'s names/birthdate(s)} prior to their respective travel with the children outside of (Manitoba/Canada);

TRAVEL DOCUMENTS⁸¹

JJ-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];

JJ-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;

JJ-3 [Specify Party Name] shall return the passport(s) of {specify child(ren)'s name(s)/birthdate(s)} to [specify Party Name] at the end of each period of travel;

JJ-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

⁸¹ Orders respecting travel documents may be made under either *The Family Maintenance Act* or the *Divorce Act*,

crossing purposes within (7/{specify number}) days of the request by the parent traveling with the (child/children);

JJ-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 CHILD(REN)

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 each condition}

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 each condition}

HABITUAL RESIDENCE/REAL & SUBSTANTIAL CONNECTION

JL-1 {Specify child(ren)'s name(s) and birthdate(s)} (is/are) habitually resident in the ((province/territory) of {specify province or territory}/state of {specify foreign state and country});

JL-2 {Specify child(ren)'s name(s) and birthdate(s)} ((is/are/is not/are not) habitually resident in/(have/do not have) a real and substantial connection to) the Province of Manitoba;

JL-3⁸² This Court shall not determine an application for a parenting order for {specify child(ren)'s name(s) and birthdate(s)}, being satisfied that: {specify applicable JL-3 sub-clause}

JL-3.1 [Specify Party Name(s)] have (consented/acquiesced) to the removal of {specify child(ren)'s name(s) and birthdate(s)} from the Province of Manitoba;

JL-3.2 [Specify Party Name(s)] have (consented/acquiesced) to the retention of {specify child(ren)'s name(s) and birthdate(s)} in the (province/territory) of {specify province or territory in which the child(ren) is/are being retained}};

JL-3.3 There has been undue delay by [specify Party Name(s)] in contesting the (removal/retention) of {specify child(ren)'s name(s) and birthdate(s)} (from/in) the (province of Manitoba/(province/territory) of {specify province or territory in which the child is being retained}};

⁸² This clause is for use in situations where the Court has declined to exercise its jurisdiction, pursuant to s. 6.2(1) of the *Divorce Act*.

JL-3.4 The Court in {specify province or territory}, being the jurisdiction in which {specify child(ren)'s name(s) and birthdate(s)} (is/are) present, is better placed to hear and determine the application;

JL- 4⁸³ This Court shall (not/blank) determine an application for a (parenting order/contact order/variation order respecting a (parenting/contact) order) for {specify child(ren)'s name(s) and birthdate(s)}, being satisfied that {specify applicable JL-4 sub-clause(s)}:

JL-4.1 (No/blank) (exceptional/Exceptional) circumstances exist;

JL-4.2 {Specify child(ren)'s name(s) and birthdate(s)} (is/are) not present in the Province of Manitoba;

LEAVE FOR NON-PARTY TO APPLY FOR ORDER⁸⁴

JM-1 [Non-party name] (is/ is not) granted leave to apply for (an interim order and/blank) a final order for (parenting time and decision-making responsibility respecting/parenting time with/decision making responsibility respecting) {specify child(ren)'s name(s)/birthdate(s)};

JM-2 [Non-party name] (is/ is not) granted leave to apply for (an interim order and/blank) a final order for contact with {specify child(ren)'s name(s)/birthdate(s)};

⁸³ Clause JL-4 applies when a child is habitually resident in a foreign state and the court is deciding whether to hear an application respecting parenting or contact under the *Divorce Act*. It should be preceded by clause JL-1 specifying the state of the child's habitual residence.

⁸⁴ These clauses apply to *Divorce Act* proceedings.

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}⁸⁵/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;

⁸⁵ Specify duration of Interim Orders of guardianship.

L. ALTERNATIVE DISPUTE RESOLUTION PROCESSES

MEDIATION

- LA-1 [Specify Party Name] and [specify Party Name] shall participate in (mediation/comprehensive co-mediation) at the Family Resolution Service on the issue(s) of {specify custody, access or other 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-1⁸⁶ 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 the Family Resolution Service and shall attend, and cause {specify child(ren)'s name(s)/birthdate(s)} to attend, where and as requested by the family evaluator for the preparation of the report;

⁸⁶ An Order with clause LB-1 must include clause LB-2.

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};

FAMILY ARBITRATION⁸⁷

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

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

LC-3⁸⁸ The application of [specify Party Name] to rescind the Family Arbitration Agreement dated {specify date} is (granted/dismissed);

LC-4⁸⁹ The Family Arbitration Agreement dated {specify date} (blank/and the Family Arbitration Award made pursuant to it on {specify date}) (is/are) (enforceable/unenforceable/set aside);

⁸⁷ If the Court is ordering the appointment of a receiver under subsection 8(1) of *The Arbitration Act*, see clause QG-1 based on subsection 60(1) of *The Family Maintenance Act* for possible wording.

⁸⁸ For use in orders under subsection 5(3) of *The Arbitration Act*

⁸⁹ For use in orders under subsections 5.1(1) & (3) of *The Arbitration Act*. For orders that change the terms of a Family Arbitration Agreement or Award, consider clause LC-5. Also see clause TD-1.

LC-5⁹⁰ The (blank/following terms of the) (Family Arbitration Agreement dated {specify date}/Family Arbitration Award made on {specify date}) which reads as follows:

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

(is/are) (deleted;/deleted and replaced with:)

{specify new terms}

LC-6⁹¹ The application of [specify Party Name] to (set aside/replace) the Family Arbitration Agreement dated {specify date} (blank/and the Family Arbitration Award made pursuant to it on {specify date}) is dismissed;

LC-7⁹² The motion of [specify Party Name] to stay (blank/all claims in/certain claims in) the {specify initiating pleading(s)} is (granted/dismissed) (blank/and the following (claim is/claims are) stayed until {specify date or event});{insert and number a separate LC7.1 sub-clause for each claim stayed}

LC-7.1 {specify each stayed claim};

⁹⁰ For use in orders made under subsection 5.1(3) of *The Arbitration Act* in which the terms of an agreement or order are changed.

⁹¹ For use in orders made under subsection 5.1(4) of *The Arbitration Act* when the Court declines to set aside.

⁹² For use in orders made under section 7 of *The Arbitration Act* in which pleadings or issues are stayed pending arbitration.

LC-8⁹³ [Specify Party Name] shall allow ([specify Party Name] or their designate/{specify designated person}) to (blank/enter and) inspect the following property:

{specify property}

on {specify date} commencing at {specify time} (blank/located at {specify location}) (blank/ for the purposes of {specify purpose such as preparing an appraisal report, taking an inventory of certain assets});

LC-9⁹⁴ Upon the application of (the arbitral tribunal/[specify Party Name(s)]) (blank/with the consent of (the arbitral tribunal (blank/and [specify Party Name(s)])) this Court determines that:

{specify question of law and its determination};

LC-10⁹⁵ The arbitration(s) pursuant to the Family Arbitration Agreement(s) dated {specify date(s)} (blank/and the Arbitration Agreement(s) dated {specify date(s)}): {insert and number the appropriate LC-10 sub-clause(s)}

LC-10.1 are consolidated;

⁹³ This clause is for use when an order under subsection 8(1) of *The Arbitration Act* addresses inspection of property. When an order under this section addresses preservation or detention, consider use of clause SA-3.

⁹⁴ For use when an order under subsection 8(2) of *The Arbitration Act* includes a determination of a question of law.

⁹⁵ For use when multiple arbitrations are addressed in an order under subsection 8(4) of *The Arbitration Act*. Consider CG clauses as may be appropriate.

- LC-10.2 shall be conducted (simultaneously/consecutively) (blank/with the arbitration pursuant to the (blank/Family) Arbitration Agreement dated {specify date} proceeding first);
- LC-10.3 (is/are) stayed until (the completion of/blank) [specify date or event, including completion of a specific arbitration];
- LC-11⁹⁶ {Specify name of arbitrator(s)} (is/are) appointed for the (Family Arbitration Agreement(s)/Arbitration Agreement(s)) dated {specify date};
- LC-12⁹⁷ The application of [specify Party Name] to remove [specify name(s) of arbitrator(s)] as (the arbitral tribunal/an arbitrator) for the arbitration(s) pursuant to the (Family Arbitration Agreement(s)/Arbitration Agreement(s)) dated {specify date(s)} is dismissed;
- LC-13⁹⁸ The application of [specify Party Name] to remove [specify name(s) of arbitrator(s)] as (the arbitral tribunal/an arbitrator) for the arbitration(s) pursuant to the (Family Arbitration Agreement(s)/Arbitration Agreement(s)) dated {specify date(s)} is granted (blank/and {insert name(s) of arbitrator(s)} (is/are) removed as arbitrator(s) (blank/and the arbitration shall be conducted as follows)(;/:) {insert and number the appropriate LC-13 sub-clause(s)}

⁹⁶ For use when an order under subsections 8(5) or 10(1) or (3) addresses the appointment of arbitrator(s) or an arbitral tribunal.

⁹⁷ For use when an order under subsection 15(1) of *The Arbitration Act* dismisses an application for the removal of arbitrators.

⁹⁸ For use when an order under subsection 15(3) of *The Arbitration Act* addresses removal of arbitrator(s) and the conduct of the arbitration.

- LC-13.1 [specify name(s)] (is/are) appointed as the (arbitrator(s)/arbitral tribunal) for (this/these) arbitration(s);
- LC-13.2 {insert any other directions as to conduct of arbitration};
- LC-14⁹⁹ The mandate of {specify name of arbitrator(s)} for the arbitrations(s) pursuant to the (Family Arbitration Agreement(s)/Arbitration Agreement(s) made {specify date(s)} having terminated, the application of {specify Party Name} to appoint (a/blank) substitute arbitrator(s) is (dismissed/granted);
- LC-15¹⁰⁰ This Court determines that the arbitral tribunal (did/did not) err in their ruling that {specify ruling} (blank/and {specify Court's different determination on the ruling})(:/:) {insert and number a separate LC15.1 sub-clause for each determination}
- LC-15.1 {specify each determination};
- LC-16 The time within which the arbitral tribunal is required to make (a/an) (Family Arbitration Award/Arbitration Award) is extended from (the date specified in the (Family Arbitration Agreement/Arbitration Agreement) dated {specify date})/{specify date}) to {specify new date};
- LC-17 The application of [specify Party Name] that the arbitral tribunal provide (an/a further) explanation of (blank/certain issues in) the (Family Arbitration Award/Arbitration Award) made on {specify date} is (dismissed/granted and

⁹⁹ Where a substitute arbitrator is being appointed this clause shall be accompanied by clause LC-11.

¹⁰⁰ For use with respect to determination of objections under subsection 17(9) of *The Arbitration Act*.

the arbitral tribunal shall provide an explanation of the (blank/following issues in the) (Family Arbitration Award/Arbitration Award): {insert and number a separate LC17.1 sub-clause for issue and condition}

LC-17.1 {specify each issue(s) and any conditions, which may include a date by which the explanation is to be provided};

LC-18 Leave (is not/is) granted to [specify Party Name] to appeal the (Family Arbitration Award/Arbitration Award) made on {specify date} (blank/on the following question(s) of (law/mixed fact and law): {insert and number a separate LC18.1 sub-clause for each question}

LC-18.1 {specify each question}

LC-19¹⁰¹ The appeal of [specify Party Name(s)] of the (blank/following terms of the) (Family Arbitration Award/Arbitration Award) made {specify date} is (granted/dismissed);

LC-20 The (blank/following terms of the) (Family Arbitration Award/Arbitration Award) made {specify date} (is/are) confirmed(;/:) {insert and number a separate LC20.1 sub-clause for each term confirmed}

LC-20.1 {specify each term confirmed}

¹⁰¹ If a Family Arbitration Award or Arbitration Award is being varied following an appeal, use clauses TD-1 and TD-2 with necessary modifications.

- LC-21 The (Family Arbitration Award/Arbitration Award) made {specify date} is set aside;
- LC-22 The appeal of [specify Party Name(s)] on a question of law having been granted, the (Family Arbitration Award/Arbitration Award) made {specify date} is remitted back to the arbitral tribunal (with the Court's opinion that {specify opinion of the Court on the question of law}/blank) and the arbitration shall be conducted as follows: {insert and number a separate LC22.1 sub-clause for each direction}
- LC-22.1 {specify each direction as to the conduct of the arbitration}
- LC-23 The arbitration (blank/of {describe subject matter}) pursuant to the (Family Arbitration Agreement(s)/Arbitration Agreement(s) made {specify date(s)}) (blank/and the Agreement) is invalid (blank/and the arbitration shall not be (continued/commenced));
- LC-24 The enforcement of the (Family Arbitration Agreement(s)/Arbitration Agreement(s)) made {specify date(s)} is stayed (blank/until {specify date}) {insert and number a separate LC-24 sub-clause for condition or direction}
- LC-24.1 until the period for commencing an (appeal of/application to set aside/application for a declaration of invalidity of) the (Family Arbitration Award/Arbitration Award) has elapsed;

- LC-24.2 until the (pending appeal of/application to set aside/application for a declaration of invalidity of) the (Family Arbitration Award/Arbitration Award) has been finally determined;
- LC-24.3 {specify other conditions or directions};
- LC-25 The assessment of (costs/the account for (fees/fees and expenses) of the arbitrator) made on {specify date} for the (Family Arbitration Award/Arbitration Award) made on {specify date} is; {insert and number the appropriate LC-25 sub-clause }
- LC-25.1 confirmed;
- LC-25.2 set aside;
- LC-25.3 varied as follows: {insert appropriate UA clause(s) for costs or specify amount of arbitrator's allowed fees and expenses};
- LC-25.4 remitted to the Assessment Officer with the following directions: {insert specific directions};

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/them) for the {specify year(s)} taxation year(s);

MA-2.4 notice(s) of assessment and reassessment issued to (him/her/them) 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/their) employer, a letter from (his/her/their) employer setting out that information including (his/her/their) rate of annual salary or remuneration;

Self-employed Information

MA-2.8 the financial statement(s) of (his/her/their) (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/they) (does/do) not deal at arm's length for the {specify year(s)} taxation year(s);

Partnership Information

MA-2.10 confirmation of (his/her/their) 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 income¹⁰²}) or a letter 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/their) Canada Revenue Agency income tax returns and notices of assessment and reassessment (blank/or {specify equivalent

¹⁰² Clause 20(2)(h.1) of the *Child Support Guidelines Regulation* refers to income from social assistance, pensions, etc.

documents}¹⁰³) 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 {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-3.1¹⁰⁴ {specify each piece of information};

¹⁰³ For use where a party files income tax returns outside of Canada.

¹⁰⁴ Consider versions of the financial disclosure sub-clauses under MA-2.

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)}

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}¹⁰⁵

NA-1.2 in semi-monthly installments on the {specify days of the month} of each month commencing {specify month, day, year}¹⁰⁶ in (the amount of {specify installment amount(s)}¹⁰⁷/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹⁰⁸)

NA-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount}¹⁰⁹/an amount to be calculated by the Designated Officer, Maintenance Enforcement

¹⁰⁵ The date of the first payment and the commencement date must match.

¹⁰⁶ See footnote 105.

¹⁰⁷ The dollar figures for the installment periods must total the monthly support sum.

¹⁰⁸ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹⁰⁹ See footnote 107.

Program, based on the monthly sum and the frequency of installments¹¹⁰)

(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/their) (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

¹¹⁰ For use only with Orders which are registered with the Maintenance Enforcement Program.

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}¹¹¹

NC-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}¹¹² in (the amount of {specify installment amount(s)¹¹³}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹¹⁴)

NC-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)¹¹⁵}/an amount

¹¹¹ The date of the first payment and the commencement date must match.

¹¹² See footnote 111.

¹¹³ The dollar figures for the installment periods must total the monthly support sum.

¹¹⁴ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹¹⁵ See footnote 113.

to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹¹⁶)

(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/their) (equal/proportionate) share} for the following special and extraordinary expense(s):

ND-1.1¹¹⁷ {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}¹¹⁸

¹¹⁶ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹¹⁷ 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.

¹¹⁸ The date of the first payment and the commencement date must match.

ND-1.1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}¹¹⁹ in (the amount of {specify installment amount(s)¹²⁰}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹²¹)

ND-1.1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)¹²²}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹²³)

ND-1.1.4 as follows {specify payment details}

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

ND-1.2¹²⁴ {specify percentage} of the (net/blank) cost for {specify expense detail} for {specify child(ren)'s name(s)/birthdate(s)} (payable/blank) {specify payment details};

¹¹⁹ The date of the first payment and the commencement date must match.

¹²⁰ The dollar figures for the installment periods must total the monthly support sum.

¹²¹ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹²² See footnote 120.

¹²³ See footnote 121.

¹²⁴ 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 Service.

- ND-2 [Specify Party Name] and [specify Party Name] shall share the (net/blank) cost of (agreed-upon/blank) special or extraordinary expenses for (specify child(ren)'s names/birthdate(s)), (proportionate to their incomes/{specify percentage}/equally) (blank;/{specify expense to be shared});
- ND-3¹²⁵ [Specify Party Name] shall provide [specify Party Name] with a copy of the receipt for each special or extraordinary expense within {specify timeframe} of the expense being incurred;
- ND-4¹²⁶ [Specify Party Name] shall reimburse [specify Party Name] for (his/her) share of the (net/blank) cost of the (agreed-upon/blank) special or extraordinary expenses within {specify timeframe} of being provided with the receipt;
- ND-5 [Specify Party Name] shall notify [specify Party Name] (forthwith/immediately/within {specify timeframe}) of expenses ceasing to be incurred for {specify special or extraordinary activity} for {specify child(ren)'s name(s)/birthdate(s)};

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

¹²⁵ For use with Clause ND-2.

¹²⁶ For use with Clause ND-2.

of living of the household of [specify Party Name] if [specify Party Name] is 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/No Child Support¹²⁷

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)}

¹²⁷ 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}¹²⁸

NF-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}¹²⁹ in (the amount of {specify installment amount(s)¹³⁰}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹³¹)

NF-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)¹³²}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹³³)

(and continuing until (further order of the Court/{specify date or event¹³⁴})/blank);

NF-2 [Specify Party Name] shall pay [specify Party Name] no support for {specify child(ren)'s name(s)/birthdate(s)};

¹²⁸ The date of the first payment and the commencement date must match.

¹²⁹ See footnote 128.

¹³⁰ The dollar figures for the installment periods must total the monthly support sum.

¹³¹ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹³² See footnote 130.

¹³³ See footnote 131.

¹³⁴ In the event support is to resume at the Table amount, refer to the NC clauses.

NF-3 Neither [specify Party Name] nor [specify Party Name] shall pay support to the other for {specify child(ren)'s name(s)/birthdate(s)};

Split Custody/Split Parenting Time¹³⁵

NG-1 [Specify Party Name] having (sole custody of/primary care and control of/the majority of parenting time with) {specify child(ren)'s name(s)/birthdate(s)} and [specify Party Name] having (sole custody of/primary care and control of/the majority of parenting time with) 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}¹³⁶

¹³⁵ 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* and the split parenting time section of the *Federal Child Support Guidelines*.

¹³⁶ The date of the first payment and the commencement date must match.

NG-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}¹³⁷ in (the amount of {specify installment amount(s)}¹³⁸/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹³⁹)

NG-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)}¹⁴⁰/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹⁴¹)

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

Shared Custody/Shared Parenting Time¹⁴²

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

¹³⁷ The date of the first payment and the commencement date must match.

¹³⁸ The dollar figures for the installment periods must total the monthly support sum.

¹³⁹ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹⁴⁰ See footnote 138.

¹⁴¹ See footnote 139.

¹⁴² Eligibility for certain income tax deductions and benefits can be complex in shared custody/shared parenting time 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-1.1 [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}

NH-1.2.1 on the {specify day of the month} of each month commencing {specify month, day, year}¹⁴³

NH-1.2.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}¹⁴⁴ in (the amount of {specify installment amount(s)}¹⁴⁵/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹⁴⁶)

NH-1.2.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)}¹⁴⁷/an

¹⁴³ The date of the first payment and the commencement date must match.

¹⁴⁴ See footnote 143.

¹⁴⁵ The dollar figures for the installment periods must total the monthly support sum.

¹⁴⁶ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹⁴⁷ The dollar figures for the installment periods must total the monthly support sum.

amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹⁴⁸)

(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 (his/her/their) (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;

¹⁴⁸ See footnote 146.

NI-3 [Specify Party Name] shall (acquire (within {specify timeframe}/blank)/blank) pay and continue to pay the premiums on (his/her/their) {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/their) 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/their) (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/their) {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 Support¹⁴⁹

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

NL-2¹⁵⁰ 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 name(s)/birthdate(s)} (is/shall be) terminated effective (immediately/{specify date});

Compensatory Payments for Late or Missed Payments

NM-1¹⁵¹ [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};

¹⁴⁹ Parties may need to also address any overpayment or arrears of support.

¹⁵⁰ 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.

¹⁵¹ For use only with a compensatory Order pursuant to section 46.0.1 of *The Family Maintenance Act*.

NM-1.2¹⁵² in monthly installments of {specify amount} on the {specify day} of each month commencing {specify date} until paid in full;

NM-1.3¹⁵³ in semi-monthly installments of {specify amount} on the {specify days} of each month commencing {specify date} until paid in full;

NM-1.4¹⁵⁴ {specify other payment schedule};

¹⁵² 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.

¹⁵³ See footnote 152.

¹⁵⁴ See footnote 152.

O. CERTAIN INTER-JURISDICTIONAL SUPPORT HEARINGS – DIVORCE ACT AND ISO ACT

Divorce Act Confirmation and Provisional Orders Granted Before

March 1, 2021¹⁵⁵

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};

¹⁵⁵ The OA clauses are for orders pronounced prior to March 1, 2021. Hearings for Provisional Variation Orders and Confirmation of Provisional Variation Orders will no longer occur as of March 1, 2021.

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;

REGISTRATION OF SUPPORT ORDERS FROM OUTSIDE CANADA

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);

PROVISIONAL ORDERS UNDER THE ISO ACT

OC-1 (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/awarded) 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-2¹⁵⁶ 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/award) 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

¹⁵⁶ This clause may be used in shared custody/shared parenting time 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.

Program, Canada Building, 100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8, pursuant to Part VI of *The Family Maintenance Act*;

- PA-3 The payments of the child support payable by [specify Party Name] to [specify Party Name] and by [specify Party Name] to [specify Party Name] are not to be offset from one another for the purpose of enforcement by the Designated Officer, Maintenance Enforcement Program;
- PA-4 Support for {specify child(ren)'s name(s)/birthdate(s)} shall continue to be enforced by the Designated Officer, Maintenance Enforcement Program, beyond the date (the/each) child attains the age of 24;
- PA-5 {Specify child(ren)'s name(s)/birthdate(s)} remain(s) entitled to support and support for {specify child(ren)'s name(s)/birthdate(s)} shall continue to be enforced by the Designated Officer, Maintenance Enforcement Program until (further order of the court/{specify date or time period});

ENFORCEMENT INFORMATION

- PB-1 [Specify Party Name] and [specify Party Name] shall provide a completed Recalculation and Enforcement Information Form 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-1¹⁵⁷ 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}/Family Arbitration Award made [Date]//(Child Support Calculation Decision/Child Support Recalculation Decision) made {specify date} by [specify Support Determination Officer])) (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-2¹⁵⁸ 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}/Family Arbitration Award made [Date]//(Child Support Calculation Decision/Child Support Recalculation Decision) made {specify date} by

¹⁵⁷ When some or all of the arrears of support being set or cancelled have been assigned to the Director of 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.

¹⁵⁸ For use when an amount of arrears was set in a previous Order.

[specify Support Determination Officer])) 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};

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}/Family Arbitration Award made [Date])/(Child Support Calculation Decision/Child Support Recalculation Decision) made {specify date} by [specify Support Determination Officer])) 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}¹⁵⁹ 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}¹⁶⁰ in (the amount of {specify installment amount¹⁶¹}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹⁶²) 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 amount¹⁶³}/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program,

¹⁵⁹ The date of the first payment and the commencement date must match.

¹⁶⁰ See footnote 159.

¹⁶¹ The dollar figures for the installment periods must total the monthly support sum.

¹⁶² For use only with Orders which are registered with the Maintenance Enforcement Program.

¹⁶³ See footnote 161.

based on the monthly sum and the frequency of installments¹⁶⁴) 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};

QC-1.5 by filing (his/her/their) {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)}

¹⁶⁴ For use only with Orders which are registered with the Maintenance Enforcement Program.

- QD-1.1 by payments of {specify total amount} per month on the {specify day of the month} commencing {specify month, day, year}¹⁶⁵ 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 commencing {specify month, day, year}¹⁶⁶ in (the amount of {specify installment amount¹⁶⁷)/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹⁶⁸) 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 amount¹⁶⁹)/an amount to be calculated by the Designated Officer, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments¹⁷⁰) 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};

¹⁶⁵ The date of the first payment and the commencement date must match.

¹⁶⁶ See footnote 165.

¹⁶⁷ The dollar figures for the installment periods must total the monthly support sum.

¹⁶⁸ For use only with Orders which are registered with the Maintenance Enforcement Program.

¹⁶⁹ See footnote 167.

¹⁷⁰ See footnote 168.

QD-1.5 by filing (his/her/their) {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 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] 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-1.7 {specify as directed by the Court};

SUSPENSION OF ENFORCEMENT OF SUPPORT AND/OR

ARREARS¹⁷¹

QE-1¹⁷² 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

¹⁷¹ This relief is granted pursuant to section 61.2 of *The Family Maintenance Act*.

¹⁷² 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.

dated {specify date}/Family Arbitration Award made [Date]//(Child Support Calculation Decision/Child Support Recalculation Decision) made {specify date} by [specify Support Determination Officer] is suspended pursuant to subsection (61.2(4)/61.2(6)) until {specify date/6 months from the date of pronouncement of this Order} (blank/subject to the following conditions(;/:)) {insert and number the appropriate QE-2 sub-clause(s)}¹⁷³

QE-2¹⁷⁴ 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}/Family Arbitration Award made [Date]//(Child Support Calculation Decision/Child Support Recalculation Decision) made {specify date} by [specify Support Determination Officer]) 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)}¹⁷⁵

¹⁷³ 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.

¹⁷⁴ 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.

¹⁷⁵ 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.

- QE-2.1 by payments of {specify total amount} per month on the {specify day of the month} commencing {specify month, day, year}¹⁷⁶ 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}¹⁷⁷ in (the amount of {specify installment amount¹⁷⁸}/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-2.3 by payments of {specify total amount} per month in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount¹⁷⁹}/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};

¹⁷⁶ The date of the first payment and the commencement date must match.

¹⁷⁷ See footnote 176.

¹⁷⁸ The dollar figures for the installment periods must total the monthly support sum.

¹⁷⁹ See footnote 178.

QE-2.5 by filing (his/her/their) {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};

QE-3¹⁸⁰ 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;

¹⁸⁰ 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.

- QE-3.5¹⁸¹ 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};
- 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-3.7¹⁸² 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-3.9 enforcement of the payment of costs charged by the Designated Officer, Maintenance Enforcement Program;
- QE-4 ¹⁸³ The following enforcement action(s) taken by the Designated Officer, Maintenance Enforcement Program, (is/are) suspended pursuant to

¹⁸¹ 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.

¹⁸² 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.

¹⁸³ For use where the intent is to suspend one or more specific enforcement actions.

subsection (61.2(4)/61.2(6)/61.2(9))¹⁸⁴ (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];

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 – 3.9/specify other specific enforcement action as applicable};

SUSPENSION OF SUPPORT PAYMENT OBLIGATION

QF-1 [Specify Party Name]'s (support payment obligation/support arrears payment obligation) pursuant to ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the (agreement dated {specify date}/Family Arbitration Award made [Date]))/(Child Support

¹⁸⁴ See footnotes 172 (clause QE-1) and 174 (clause QE-2) to determine which subsection is applicable.

Calculation Decision/Child Support Recalculation Decision) made {specify date} by [specify Support Determination Officer]) is suspended until {specify date} (on condition that {specify conditions as ordered by the Court}/blank);

APPOINTMENT OF RECEIVER

QG-1 (The Designated Officer, Maintenance Enforcement Program/[Specify Party Name]/{specify person}) is appointed a receiver (until {specify date}/blank) for the following purpose(s): {insert and number the appropriate QG-1 sub-clause(s)}

QG-1.1 to collect any moneys due, owing or payable to, or to become due, owing or payable to, or earned or to be earned by [specify Party Name];

QG-1.2 to take all steps necessary to apply for and receive any benefit, credit, interest or entitlement available to [specify Party Name];

QG-1.3 to take all steps necessary to take possession of and realize upon property in which [specify Party Name] has an interest or entitlement;

QG-1.4 to take all steps necessary to pursue any action that is available to [specify Party Name];

QG-1.5 {specify other actions as applicable};

R. REAL PROPERTY

SALE OF PROPERTY

RA-1¹⁸⁵ 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-2¹⁸⁶ [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;

¹⁸⁵ 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.

¹⁸⁶ 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-4¹⁸⁷ 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}

¹⁸⁷ If an encumbrance is an exception, refer to it by registration number.

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-4¹⁸⁸ 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-1¹⁸⁹ 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:

¹⁸⁸ An Order with RC-4 should include the applicable RC-1, RC-2 or RC-3 clause.

¹⁸⁹ 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/their) 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/their) 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 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-4 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-4.1 sub-clause for each asset or liability and issue to be determined}
- SB-4.1 {list each asset or liability and issue to be determined};
- SB-5 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-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 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-6.1 sub-clause for each asset or liability}

SB-6.1 {list each asset or liability};

SB-7 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-7.1 sub-clause for each asset or liability}

SB-7.1 {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/their) 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/their) 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 (be responsible for paying all debts and liabilities in (his/her/their) name/pay the following debts and liabilities)(;/:)

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

SC-1.6¹⁹⁰ the pension of [specify Party Name] in connection with (his/her/their) 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}¹⁹¹);

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/their) name to the {Registered Retirement Savings Plan/Registered Retirement Income Fund/Pooled Registered Pension Plan/Specified Pension Plan} held by [specify

¹⁹⁰ 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*).

¹⁹¹ 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.

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;

SC-1.9¹⁹² 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};

¹⁹² For use only with certain federally-regulated pension plans.

REFERENCES TO THE MASTER (COHABITATION)¹⁹³

- SE-1 There shall be a reference to the Master of this Court for a report on the (date/dates) [specify Party Name] and [specify Party Name]: {insert and number a separate SE-1.1 sub-clause for the applicable provision}
- SE-1.1 (commenced cohabiting with one another/separated and ceased cohabiting with one another/commenced cohabiting with one another, and separated and ceased cohabiting with one another);
- SE-2 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 with a recommended determination of the (date/dates) referred to in paragraph [specify paragraph number] for later confirmation;
- SE-3¹⁹⁴ The first hearing for directions shall be held on {specify day and date} at {specify time (a.m./p.m.)};
- SE-4¹⁹⁵ [Specify Party Name] shall file (his/her/their) (affidavit/brief/affidavit and brief) no later than 2:00 p.m. three days prior to the date of the first hearing for directions;

¹⁹³ Reference Orders on Dates of Cohabitation and/or Separation are to be in the form of Order and use the standard wording provided in the Practice Direction of the Court of Queen's Bench dated February 13, 2020 or any subsequent practice direction regarding these Orders.

¹⁹⁴ At Winnipeg Centre, these hearings are currently on Tuesdays. Days in other court centres can vary.

¹⁹⁵ If the hearing is on a Tuesday, this means filing by 2:00 p.m. the preceding Thursday.

SE-5 A copy of this Order (and/blank) {specify document(s) and its/their applicable date(s), if appropriate} shall be served on [specify Party Name] (blank/personally or) by (courier/fax/e-mail)¹⁹⁶ addressed to {specify name of party's lawyer or self-represented party and address, fax number and/or e-mail address} (immediately/within three (3) days of the date of signing/blank) {specify if different instructions by the Court};

MOTIONS OPPOSING CONFIRMATION OF MASTER'S REPORT

SF-1 The Report on the Date(s) of (Cohabitation/Separation/Cohabitation and Separation) delivered [Date] by [specify Master] finding {specify dates of cohabitation, separation or both} is confirmed in its entirety;

SF-2 The Report on the Date(s) of (Cohabitation/Separation/Cohabitation and Separation) delivered [Date] by [specify Master] is confirmed with variation and, accordingly: {insert and number a separate SF-2.1 sub-clause for each new or varied provision}

SF-2.1 {having regard to the SE clauses, specify each new or varied provision separately};

¹⁹⁶ These are the only acceptable means of service.

T. EFFECTIVENESS, VARIATIONS AND APPEALS

EFFECTIVENESS OF RELIEF OR ORDER¹⁹⁷

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-3¹⁹⁸ The recalculated child support amounts in the (Child Support Recalculation Decision/Recalculated Child Support Order) made on [Date] by [specify Support Determination Officer] 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-4¹⁹⁹ The (Child Support Calculation Decision/Child Support Recalculation Decision) made [Date] by [specify Support Determination Officer] is (set

¹⁹⁷ Use the appropriate QE or QF clause if the relief sought relates to suspension of enforcement through the Maintenance Enforcement Program.

¹⁹⁸ 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.

¹⁹⁹ This clause relates to subsections 4(1)(c) and 7(1) of *The Child Support Service Act*, where a party wishes to have a child support decision, or a recalculation decision that did not relate to a court order, set aside.

aside/suspended until further order of the Court) {specify a date when applicable};

TA-5 This Order shall remain in effect until (further order of the Court/{specify date and time});²⁰⁰

TA-6 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/revoke²⁰¹) 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/revoke²⁰²) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is dismissed and the Order is confirmed;

²⁰⁰ Where a matter is adjourned to a specific time and date, or on certain conditions, add clause CQ-1 and any appropriate sub-clauses.

²⁰¹ 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.

²⁰² See footnote 201.

TB-3²⁰³ 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}

TB-4²⁰⁴ The application of [specify Party Name] to (set aside/vary/revoke) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is adjourned²⁰⁵, (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}

²⁰³ 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)].

²⁰⁴ See footnote 203.

²⁰⁵ If adjourned, complete with CQ-1 clause.

APPEAL FROM A MASTER'S ORDER

TC-1²⁰⁶ The appeal of [specify Party Name] of the Order of [specify Master] is (dismissed/granted) (blank;/and, accordingly:) {insert and number a separate CP-1 subclause for each new, varied or deleted provision}

VARYING AN ORDER²⁰⁷

TD-1²⁰⁸ Paragraph(s) {specify number(s)} of the ([specify name of Order] pronounced [Date] by [specify Judge]/Family Arbitration Award made [Date]), 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 TD-1.1 sub-clause for each replacement clause}

TD-1.1²⁰⁹ {specify the wording for each replacement clause separately};

²⁰⁶ This clause may be used for the appeal of a Master's Order. Where more than one party has appealed, a separate clause should be used for each party. For a motion opposing confirmation of a Master's Report, see SD clauses.

²⁰⁷ See *Queen's Bench Rule 70.37* regarding variations.

²⁰⁸ If a Family Arbitration Award or Arbitration Award is being varied following an appeal, use this clause with the necessary modifications.

²⁰⁹ Use caution when numbering additional provisions to avoid duplication with prior Order.

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

TD-2.1²¹⁰ {specify the wording of each added clause separately};

RECOGNITION OF FOREIGN ORDER (DIVORCE ACT)²¹¹

TE-1 This Court recognizes the following provisions of {specify name of Order or decision} pronounced {specify date} by {specify Judge or decision-maker} of the {specify the Court or competent authority and jurisdiction) that would have the effect of (varying/suspending/rescinding) the (parenting/parenting and decision-making/decision-making/contact) provisions in the {specify *Divorce Act* Order} pronounced {specify date} by {specify Judge} of {this Court/{specify Court}}:

{insert each provision}

and the {specify *Divorce Act* Order} is varied to include those provisions (blank/and the following paragraphs of the {specify *Divorce Act* Order} which read(s) as follows:

²¹⁰ Use caution when numbering additional provisions to avoid duplication with prior Order.

²¹¹ If some, but not all, provisions of the foreign order are recognized, clause TF-1 must be used with this TE-1 clause.

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

(is/are) deleted);

NON-RECOGNITION OF FOREIGN ORDER (DIVORCE ACT)²¹²

TF-1 This Court does not recognize the (blank/remaining) provisions of the {specify name of Order or decision} pronounced {specify date} by {specify Judge or decision-maker} of the {specify the Court or competent authority and jurisdiction} that would have the effect of (varying/suspending/rescinding) the (parenting/parenting and decision-making/decision-making/contact) provisions in the {specify *Divorce Act* Order} pronounced {specify date} by {specify Judge} of (this Court/{specify Court}) (blank/;) and the provisions of the {specify *Divorce Act* Order} pronounced {specify date} remain in effect (blank/except for those provisions recognized in paragraph {specify number} of this Order);

²¹² If some, but not all, provisions of the foreign order are recognized, this TF-1 clause must be used with, and refer to, the TE-1 clause recognizing certain portions of the foreign order.

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 cause²¹³/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 cause²¹⁴/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;

²¹³ For use when costs are ordered on an interim proceeding.

²¹⁴ See footnote 213.

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-4²¹⁵ 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 pleading²¹⁶} 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;

²¹⁵ 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.

²¹⁶ 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-1²¹⁷ 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};

²¹⁷ 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} days²¹⁸ after service is effective, [specify Party Name] may proceed to note default on [specify Party Name] without further notice;

²¹⁸ 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;

W. DATE SIGNED AND SIGNATURE

DATE AND SIGNATURE

WA-1 DATED: _____.

(Judge/Master/Deputy Registrar/Arbitrator)

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):

[Specify Party Name], acting on (his/her/their) 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].

(Judge/Master/Deputy Registrar)

YA-2 DATED [Date].

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/their) 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/them) to its Keeper. You, the Keeper, to receive [specify Party Name] into your custody and keep (him/her/them) 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/their) (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.