

***STANDARD CLAUSES***

***FOR ORDERS IN***

***FAMILY PROCEEDINGS***

***VERSION 7***

**Required for use commencing October 1, 2024**

# INDEX

	PAGE
<b>OVERVIEW OF LEGISLATIVE CHANGES</b> .....	19
<b>ORDERS INVOLVING THE HAGUE SERVICE CONVENTION</b> .....	23
<b>NOTE TO USERS</b> .....	25

## STANDARD CLAUSES

### A. PREAMBLE

#### DATE AND PLACE OF HEARING

AA-1..... Hearing location .....	27
----------------------------------	----

#### NATURE OF PROCEEDINGS

AB-1..... Request for Interim/Final Order.....	27
AB-2..... Request to vary.....	27
AB-3..... Request for variation within 30 days of recalculation .....	28
AB-4..... Inter-jurisdictional support hearing .....	28
AB-5..... Request for confirmation of a <i>Divorce Act</i> Provisional Variation Order.....	28
AB-6..... Request for Provisional Variation Order – <i>Divorce Act</i> .....	28
AB-7..... Request for Provisional Order/Variation Order – <i>ISO Act</i> .....	28
AB-8..... Request for establishment/modification of a decision .....	29
AB-9..... Motion opposing confirmation of Associate Judge’s/Master’s Report ....	29
AB-10..... Request for court ordered suspension .....	29
AB-11..... Request for emergent hearing.....	29
AB-12..... Request for order/summary judgment at triage conference .....	29
AB-13..... Appeal of Associate Judge’s/Master’s Order.....	29
AB-14..... Motion for reference to an Associate Judge (Cohabitation) .....	30
AB-15..... Motion for reference to an Associate Judge (Family Property accounting) .....	30
AB-16..... Request for transfer – <i>Divorce Act</i> .....	30
AB-17..... Request for conversion – <i>Divorce Act</i> .....	30
AB-18..... Request for conversion when directed by court – <i>Divorce Act</i> .....	30
AB-19..... Conversion (order assignee) – <i>Divorce Act</i> .....	31
AB-20..... Request for recognition of foreign order – <i>Divorce Act</i> .....	31
AB-21..... Request for variation of Family Arbitration Award .....	31
AB-22..... Request to set aside decision of Child Support Service.....	32
AB-23..... Request to set aside/vary/revoke Protection Order.....	32

AB-24	Request for other relief respecting Family Arbitration Award/ Agreement.....	32
AB-25	Other requests .....	32
AB-26	Request to relocate/prohibit relocation .....	32
AB-27	Request to set aside registration of order .....	32
AB-28	Request for location information to enforce parenting order .....	33
AB-29	Request for location information to apply for parenting order.....	33
AB-30	Request for order noting default.....	34
<b>PREVIOUSLY OR CONCURRENTLY ADDRESSED CLAIMS/UNDERTAKINGS IN PROCEEDINGS</b>		
AC-1	Prior Final Order addressed issues .....	34
AC-2	Family Arbitration Award addressed issues .....	34
AC-3	Undertakings .....	34
AC-4	Protection Order concurrently set aside .....	34
AC-5	Order restricting contact/communication concurrently made.....	35
AC-6	Default previously ordered by Judge.....	35
AC-7	Finding of parentage solely for child support proceedings .....	35
<b>PARTIES DIVORCED</b>		
AD-1	Divorced on this date .....	35
AD-2	Divorced on a different date .....	36
<b>ATTENDANCES</b>		
AE-1	In the presence of (with sub-clauses).....	36
<b>NON-APPEARANCES</b>		
AF-1	Party not appearing although served .....	36
AF-2	No one appearing although represented.....	36
AF-3	No one appearing for either Party .....	36
<b>DEFAULT NOTED</b>		
AG-1	Default noted.....	37
AG-2	Default previously ordered – service established under Hague Service Convention.....	37
AG-3	Default previously ordered – no proof of service under Hague Service Convention.....	37
AG-4	Default noted – service established under Hague Service Convention by Central/Competent Authority .....	38
AG-5	Default noted – service established under Hague Service Convention by other means .....	38
AG-6	Default noted – no proof of service under Hague Service Convention.....	39
<b>DOCUMENTS/EVIDENCE</b>		
AH-1	Documents filed or relied on (with sub-clauses).....	39
AH-2	Considering pleadings, evidence, etc.....	42

AH-3.....	Prior parenting order .....	42
AH-4.....	No evidence location request made for purpose other than enforcement.....	42
AH-5.....	No evidence location request for purpose of application.....	42

**CONSENT**

AI-1 .....	Consent to part or whole of order.....	43
------------	--	----

**B. HEADINGS - NAME OF THE STATUTE**

BA-1 .....	<i>Divorce Act</i> .....	44
BA-2.....	<i>The Family Maintenance Act</i> .....	44
BA-3.....	<i>The Family Law Act</i> .....	44
BA-4.....	<i>The Family Support Enforcement Act</i> .....	44
BA-5.....	<i>The Inter-jurisdictional Support Orders Act</i> .....	44
BA-6.....	<i>The Child and Family Services Act</i> .....	44
BA-7.....	<i>The Court of King’s Bench Act and Rules</i> .....	44
BA-8.....	<i>The Law of Property Act</i> .....	44
BA-9.....	<i>The Family Property Act</i> .....	44
BA-10.....	<i>The Child Custody Enforcement Act</i> .....	45
BA-11.....	<i>The Real Property Act</i> .....	45
BA-12.....	<i>The Married Women’s Property Act</i> .....	45
BA-13.....	<i>The Domestic Violence and Stalking Act</i> .....	45
BA-14.....	<i>The Homesteads Act</i> .....	45
BA-15.....	<i>The Child Support Service Act</i> .....	45
BA-16.....	<i>The Judgments Act</i> .....	45
BA-17.....	<i>The Arbitration Act</i> .....	45
BA-18.....	<i>The Hague Convention on the International Recovery of Child Support and Other Forms of Family Maintenance and the Divorce Act</i> .....	45
BA-19.....	<i>The Hague Convention on the International Recovery of Child Support and Other Forms of Family Maintenance and The Family Law Act</i> .....	46
BA-20.....	{other legislation}.....	46

**C. PROCEDURAL**

**NOTICE**

CA-1.....	Without notice .....	47
CA-2.....	Short notice .....	47

**LEAVE**

CB-1.....	Leave granted .....	47
-----------	---------------------	----

**COUNSEL**

CC-1.....	Lawyer/Law Firm withdraws/appointed .....	47
-----------	---	----

CC-2.....	Lawyer withdraws/appointed counsel for child(ren).....	47
CC-3.....	Lawyer appointed friend of the court.....	47
CC-4.....	Litigation guardian.....	47
CC-5.....	Limited scope retainer.....	48
	<b>DEFAULT</b>	
CD-1.....	Default set aside.....	48
CD-2.....	Date for filing an Answer.....	48
	<b>SEVERANCE</b>	
CE-1.....	Issues determined before trial.....	48
CE-2.....	Issues severed and determined separately.....	48
	<b>AMENDMENT</b>	
CF-1.....	Document amendment specified (with sub-clause).....	48
	<b>CONSOLIDATION/JOINED HEARING</b>	
CG-1.....	Consolidation of files.....	49
CG-2.....	Joinder of issues (with sub-clauses).....	49
	<b>TRANSFER</b>	
CH-1.....	Transfer of matter within Manitoba.....	50
CH-2.....	Transfer of matter outside Manitoba.....	50
	<b>CONVERSION OF APPLICATIONS (DIVORCE ACT)</b>	
CI-1.....	Conversion to a section 18.1(3) application.....	50
	<b>ADDITIONAL FILING</b>	
CJ-1.....	Allowed to file.....	51
	<b>EXPUNGEMENT</b>	
CK-1.....	Document expungement (with sub-clauses).....	51
	<b>TRIAGE</b>	
CL-1.....	Complete prerequisites (with sub-clauses).....	51
CL-2.....	Certificate and Triage Brief.....	52
CL-3.....	Appeal of Associate Judge's/Master's Order to be heard.....	52
	<b>STRIKING</b>	
CM-1.....	Document struck.....	52
	<b>PARENT INFORMATION PROGRAM</b>	
CN-1.....	Order to complete.....	52
	<b>DISMISSAL OF CLAIM</b>	
CO-1.....	Motion/pleading (or part of) dismissed.....	52
CO-2.....	Proceeding dismissed.....	53
CO-3.....	Motion/application dismissed - recalculation confirmed.....	53
CO-4.....	Motion for summary judgment dismissed.....	53
CO-5.....	Motion to vary Family Arbitration Award dismissed – recalculation confirmed.....	54
	<b>WITHDRAWAL OF CLAIMS</b>	
CP-1.....	All claims not addressed withdrawn.....	54

CP-2.....	Certain claims withdrawn .....	54
	<b>ADJOURNMENT</b>	
CQ-1 .....	Matter adjourned (with sub-clauses) .....	55
CQ-2 .....	MEP adjournment (with sub-clauses).....	56
CQ-3 .....	Adjournment to prioritized hearing/case conference .....	58
	<b>REVIEWABLE</b>	
CR-1.....	Order/issue reviewable on condition(s) .....	58
	<b>SEIZED</b>	
CS-1.....	Hearings before a specified Judge.....	58
	<b>NOT SEIZED</b>	
CT-1 .....	Hearings before any Judge .....	58
	<b>WARRANT CANCELLATION</b>	
CU-1.....	Warrant cancellation .....	58
	<b>PRESUMPTION OF PARENTAGE</b>	
CV-1.....	Presumption of parentage.....	59
	<b>NO RECORDING OF COURT PROCEEDINGS</b>	
CW-1	No recording of court proceedings .....	59
	<b>DISPENSE WITH WRITTEN APPROVAL TO ORDER</b>	
CX-1	Dispense with written approval to Order .....	59

#### **D. PROTECTIVE RELIEF**

##### ***UNDER THE FAMILY LAW ACT***

##### **Restricted Contact or Communication**

DA-1.....	No contact or communication (with sub-clauses).....	60
	<b>Peace Officer Assistance</b>	
DB-1.....	Peace officer assistance .....	60

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

##### **No Following**

DC-1.....	No following.....	61
	<b>No Contact or Communication</b>	
DD-1.....	No contact or communication (with sub-clause).....	61
	<b>Other Prohibitions</b>	

DE-1.....	No attending or entering (with sub-clauses).....	61
DE-2.....	No entering or remaining.....	62
	<b>Exceptions to Certain Clauses</b>	

DE-3.....	May attend (with sub-clauses).....	62
DE-4.....	While attending (with sub-clauses).....	64
	<b>Peace Officer Assistance</b>	

DF-1 .....	Peace officer assistance .....	65
DF-2.....	Removal of party from residence .....	65

DF-3	Accompany and supervise removal of personal property	65
DF-4	Delivery of firearm, etc. or seizure (with sub-clauses)	66
DF-5	Party owning, police seizing and disposing of personal property	66
	<b>Compensation</b>	
DG-1	Party to pay other party monetary compensation (with sub-clause)	67
	<b>Counseling</b>	
DH-1	Obtain counseling and/or therapy (with sub-clause)	67
	<b>Bond</b>	
DI-1	To secure compliance with terms of Order (with sub-clauses)	67
	<b>Driver's License Prohibitions</b>	
DJ-1	Driver suspension	68
DJ-2	Driver disqualification	68
DJ-3	No issuance or renewal of licence or permit	68
DJ-4	Driver suspension and disqualification terminated	68
DJ-5	Prohibition of issuance or renewal of licence or permit terminated	69
	<b>Publication Bans</b>	
DK-1	No publication or broadcast of party or witness identity	69
DK-2	No publication or broadcast of child(ren) identity	69
	<b>Return of Seized Property to Third Party Owners</b>	
DL-1	Conditional return of seized property to third party owners (with sub-clauses)	69
	<b>Return of Seized Property to Third Party Security Holders</b>	
DM-1	Conditional return of seized property to third party security holders (with sub-clauses)	70
	<b>Property</b>	
DN-1	Exclusive right to use and possess assets	71
DN-2	Deliver assets to other party	71
DN-3	Restrict actions re: property in which party has interest	71
DN-4	Not take or damage property in party's possession	72

## **E. STATUS**

### **NON-COHABITATION**

EA-1	Non-cohabitation	73
------	------------------	----

### **PARENTAGE**

EB-1	Leave to obtain blood tests or other genetic tests	73
EB-2	Cost of testing for parentage	73
EB-3	Party is (is not) the parent	73
EB-4	Finding of parentage solely for support purposes	74

### **STAND IN PLACE OF A PARENT**

EC-1	Party stands (or not) in place of a parent	74
------	--	----

	<b>NULLITY OF MARRIAGE</b>	
ED-1	Marriage null and void	74

	<b>PERIOD OF COHABITATION</b>	
EE-1	Duration of cohabitation (with sub-clauses)	74

**F. OCCUPANCY AND POSTPONEMENT OF SALE**

	<b>OCCUPANCY</b>	
FA-1	Right to occupy family residence	76

	<b>ORDER TO VACATE</b>	
FB-1	Order to vacate family residence	76

	<b>POSTPONEMENT OF SALE</b>	
FC-1	Postponement of right to apply for partition or sale	76

	<b>ACCESS TO PROPERTY</b>	
FD-1	Access for real estate agent or appraiser	76
FD-2	Release of keys	77

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

	<b>FINDINGS</b>	
GA-1	Found in contempt	78
GA-2	Found (or not) in default of support payments	78
GA-3	Unable to pay on arrears (with sub-clauses)	78

	<b>FINES</b>	
GB-1	Fine imposed	79

	<b>PENALTIES</b>	
GC-1	Monetary penalty for specified reason	79

	<b>IMPRISONMENT</b>	
GD-1	Period of imprisonment imposed (with sub-clauses)	79

	<b>BAIL</b>	
GE-1	Bail applied to MEP account	80

**H. CHILD SUPPORT RECALCULATION**

	<b>PROHIBITION AGAINST RECALCULATION</b>	
HA-1	No recalculation of child support	81
HA-2	No recalculation of special or extraordinary expenses	81

	<b>CHILD SUPPORT ELIGIBLE FOR RECALCULATION</b>	
HB-1	Child support may be recalculated	81
HB-2	Recalculation using formula (with sub-clause)	82

## **J. PARENTING AND CONTACT**

### **PARENTING TIME**

JA-1.....	Majority of parenting time .....	83
JA-2.....	Parenting time (with sub-clause) .....	83
JA-3.....	Shared/equal parenting time (with sub-clause) .....	83

### **EXCLUSIVE PARENTING TIME**

JB-1.....	Exclusive parenting time .....	84
JB-2.....	No parenting time .....	84

### **CONTACT**

JC-1 .....	Additional Party contact (with sub-clause) .....	84
------------	--	----

### **DECISION-MAKING**

JD-1 .....	Consult on significant decisions .....	85
JD-2 .....	Authority if disagreement (with sub-clause) .....	85
JD-3 .....	Exclusive Authority on Significant Decisions .....	85
JD-4 .....	Exclusive authority on day-to-day decisions during parenting time .....	85

### **COMMUNICATION**

JE-1.....	Communication with child(ren) (with sub-clause) .....	86
JE-2.....	Communication with child(ren)– times with or without conditions (with sub-clause) .....	86
JE-3.....	No communication with child(ren) .....	87
JE-4.....	Manner of communication between parties (with sub-clause).....	87
JE-5.....	No communication through child(ren) .....	87
JE-6.....	Advise of current contact information .....	87

### **RIGHT TO INFORMATION**

JF-1 .....	Right to information .....	88
JF-2.....	Information to be provided about children .....	88
JF-3.....	No right to information .....	88

### **REMOVAL/CHANGE OF RESIDENCE/RELOCATION**

JG-1 .....	No removal/change of child(ren)'s residence without consent or order ..	88
JG-2 .....	Removal/change of child(ren)'s residence (with sub-clause) .....	89
JG-3 .....	Cost to exercise parenting time (with sub-clause).....	89

### **NOTICE OF CHANGE OF RESIDENCE**

JH-1 .....	Written notice of change of residence .....	89
JH-2 .....	Notification not required (with sub-clause) .....	90

### **TRAVEL**

JI-1 .....	Consent to travel .....	90
JI-2 .....	Provide details of travel .....	91
JI-3 .....	Communication during travel.....	91
JI-4 .....	Travel to specified destination.....	91

Jl-5 .....	Third party travel authorization.....	91
Jl-6 .....	Travel health insurance .....	91
<b>TRAVEL DOCUMENTS</b>		
JJ-1 .....	Notice and written consent for passport(s) dispensed with .....	92
JJ-2 .....	Party shall hold and provide passport(s) .....	92
JJ-3 .....	Party to return passport(s).....	92
JJ-4 .....	Provision of passport(s) .....	92
JJ-5 .....	Return of passport(s) .....	92
JJ-6 .....	Provision of travel authorization documents.....	93
<b>RETURN OF CHILD(REN)</b>		
JK-1.....	Return child(ren) to jurisdiction (with sub-clause).....	93
JK-2.....	Return child(ren) to care of other Party (with sub-clause).....	93
<b>HABITUAL RESIDENCE/REAL &amp; SUBSTANTIAL CONNECTION</b>		
JL-1 .....	Habitual residence of child(ren).....	93
JL-2 .....	Habitual residence in/real and substantial connection to Manitoba.....	94
JL-3 .....	Court will not hear parenting application (with sub-clause) .....	94
JL-4 .....	Application re: non-habitually resident children (with sub-clause).....	95
<b>LEAVE FOR NON-PARTY TO APPLY FOR ORDER</b>		
JM-1 .....	Leave to apply for parenting order. ....	95
JM-2 .....	Leave to apply for contact order.....	95
<b>RELEASE OF ADDRESS INFORMATION</b>		
JN-1 .....	Person to provide location information to court .....	96
JN-2 .....	Public body to provide location information to court.....	96
JN-3 .....	Manner of providing information to court.....	96
JN-4 .....	Information to be forwarded to judge.....	97
<b>JOINT CUSTODY</b>		
JO-1 .....	Joint custody .....	97
JO-2 .....	Primary care and control .....	97
JO-3 .....	Physical care and control (with sub-clause).....	97
JO-4 .....	Shared/equal care and control (with sub-clause) .....	98
<b>SOLE CUSTODY/ACCESS</b>		
JP-1.....	Sole custody.....	98
JP-2.....	Access as parties agree (with sub-clauses).....	98
JP-3.....	Access (with sub-clauses).....	99
JP-4.....	No access .....	99
<b>K. PRIVATE GUARDIANSHIP</b>		
KA-1 .....	Guardianship – person of child(ren).....	100
KA-2.....	Guardianship terminated – person of child(ren) .....	100

## **L. ALTERNATIVE DISPUTE RESOLUTION PROCESSES**

### **MEDIATION/CERTAIN DISPUTE RESOLUTION SERVICES**

LA-1	Parties to attend at Family Resolution Service.....	101
LA-2	Parties to attend for private mediation.....	101

### **FAMILY REPORTS**

LB-1	Family Evaluator to prepare report (with sub-clauses).....	102
LB-2	Parties to cooperate with Family Evaluator for report.....	103
LB-3	Parties to complete forms .....	103
LB-4	Completion and filing of report .....	103
LB-5	Parties to cooperate with private assessor for report .....	104
LB-6	Cost of private assessment .....	104

### **FAMILY ARBITRATION**

LC-1	Parties to attend for private arbitration .....	104
LC-2	Cost of private arbitration .....	104
LC-3	Application to rescind Family Arbitration Award .....	104
LC-4	Family Arbitration Agreement/Award enforceable/set aside.....	105
LC-5	Family Arbitration Award terms deleted/replaced.....	105
LC-6	Application to set aside/replace Family Arbitration Agreement dismissed .....	105
LC-7	Motion to stay (with sub-clause).....	105
LC-8	Inspect property .....	106
LC-9	Determination of question of law .....	106
LC-10	Multiple arbitrations (with sub-clauses) .....	107
LC-11	Arbitrators appointed.....	107
LC-12	Application to remove arbitrator/tribunal dismissed.....	107
LC-13	Application to remove arbitrator/tribunal granted (with sub-clauses).....	108
LC-14	Application to appoint substitute arbitrator (with sub-clauses) .....	108
LC-15	Family Arbitration Award to be amended .....	109
LC-16	Determination as to whether tribunal erred (with sub-clause) .....	109
LC-17	Extension of time for tribunal to make award .....	109
LC-18	Application for tribunal to provide explanation (with sub-clause).....	109
LC-19	Leave to appeal award (with sub-clause).....	110
LC-20	Appeal of award granted/dismissed .....	110
LC-21	Terms of the award (with sub-clause) .....	110
LC-22	Award set aside (with sub-clauses).....	110
LC-23	Application to set aside award dismissed (with sub-clauses).....	111
LC-24	Directions after appeal (with sub-clause) .....	111
LC-25	Arbitration invalid.....	112
LC-26	Enforcement of Arbitration Agreement stayed (with sub-clauses).....	112
LC-27	Assessment of costs (with sub-clauses) .....	112

**PARENTING COORDINATION**

LD-1 ..... Parties to attend for parenting coordination ..... 113  
LD-2 ..... Cost of parenting coordination ..... 113

**M. FINANCIAL DISCLOSURE / PRODUCTION OF DOCUMENTS**

**PRODUCTION OF DOCUMENTS**

MA-1 ..... Provide financial information to a specified person (with sub-clauses) .. 114  
MA-2 ..... Provide financial information to the Court by affidavit (with sub-clauses) ..... 114

**EMPLOYER / PARTNER TO PROVIDE INFORMATION**

MB-1 ..... Employer/Partner to provide a specified person with financial information (with sub-clause) ..... 117

**REPORTING**

MC-1 ..... Party to provide other Party with income tax returns and notices of assessment and reassessment or equivalent every year..... 117  
MC-2 ..... Party to provide other Party with trust and corporation tax documents and/or financial statements every year ..... 118  
MC-3 ..... Party to provide Party specified information every year (with sub-clause)..... 118  
MC-4 ..... Party to notify of and provide to other Party employment and financial information (with sub-clauses) ..... 119

**N. SUPPORT**

**SPOUSAL / COMMON-LAW PARTNER SUPPORT**

NA-1..... Spousal/common-law partner support – installments (with sub-clauses)..... 120  
NA-2..... Spousal/common-law partner support - lump sum ..... 121

**CHILD SUPPORT**

**Income**

NB-1..... Annual income of Party determined by the Court..... 121  
NB-2..... Annual income based on previous 3 years ..... 121  
NB-3..... Annual income imputed pursuant to the *Manitoba Child Support Guidelines Regulation* or the *Federal Child Support Guidelines* ..... 121

**Pay Table Amount**

NC-1..... Child support - Table (with sub-clauses) ..... 122

**Special or Extraordinary Expenses**

ND-1..... Special or extraordinary expenses (with sub-clauses) ..... 123  
ND-2..... Cost of expenses to be shared..... 124  
ND-3..... Receipts for expenses..... 125

ND-4.....	Reimbursement of share of expenses.....	125
ND-5.....	Notification when expense ceases .....	125
	<b>Findings Relating to Undue Hardship, Table Amounts and Special Provisions</b>	
NE-1.....	Undue hardship and standard of living.....	125
NE-2.....	Special provisions made .....	126
NE-3.....	Non-application as if child under the age of majority.....	126
NE-4.....	Party stands in place of a parent.....	126
	<b>Non-Table Amount/No Child Support</b>	
NF-1.....	Child support – non-Table (with sub-clauses) .....	126
NF-2.....	Party not to pay support .....	127
NF-3.....	Neither party to pay support.....	127
	<b>Split Parenting Time</b>	
NG-1.....	Child support – set-off (with sub-clauses) .....	128
	<b>Shared Parenting Time</b>	
NH-1.....	Child support – shared custody/shared parenting time (with sub-clauses).....	129
	<b>Health Insurance Coverage</b>	
NI-1.....	Acquire and continue health insurance through employer .....	131
NI-2.....	Acquire private health insurance plan .....	131
NI-3.....	Acquire and/or continue private health insurance plan.....	131
	<b>Life Insurance Coverage</b>	
NJ-1.....	Pay premiums on private life insurance plan.....	132
NJ-2.....	Continue life insurance.....	132
NJ-3.....	Acquire life insurance plan .....	132
NJ-4.....	Designate beneficiaries of insurance policy (with sub-clauses) .....	132
NJ-5.....	Confirm insurance policy in force .....	133
NJ-6.....	Instruct insurance company to confirm policy in force.....	133
	<b>Binding on Estate</b>	
NK-1.....	Support obligation binding on Estate.....	133
	<b>Termination of support</b>	
NL-1.....	Support terminated.....	133
NL-2.....	Child support terminated .....	133
NL-3.....	Support for special and extraordinary expense terminated .....	134
	<b>Compensatory Payments for Late or Missed Payments</b>	
NM-1.....	Compensatory payment(s) – (with sub-clauses) .....	134

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

**DIVORCE ACT CONFIRMATION AND PROVISIONAL ORDERS GRANTED BEFORE MARCH 1, 2021**

OA-1..... Order not confirmed ..... 135  
OA-2..... Application to confirm returned for more evidence (with sub-clause)..... 135  
OA-3..... Order confirmed (with sub-clause) ..... 135  
OA-4..... Order confirmed with variation (with sub-clause) ..... 136  
OA-5..... Confirmation required..... 136

**REGISTRATION OF SUPPORT ORDERS FROM OUTSIDE CANADA**

OB-1..... Registration of Order confirmed or set aside..... 136

**PROVISIONAL ORDERS UNDER THE ISO ACT**

OC-1 ..... Provisional Orders under *ISO Act* ..... 136

**PARENTAGE FOR SUPPORT PROCEEDINGS**

OD-1 ..... Parentage for support proceedings ..... 137

**P. PAY THROUGH THE MAINTENANCE ENFORCEMENT PROGRAM**

**PAYMENTS**

PA-1 ..... Pay support through MEP ..... 138  
PA-2..... Pay net support through MEP ..... 138  
PA-3..... No offset by MEP ..... 139  
PA-4..... Enforcement to continue beyond age 24..... 139  
PA-5..... Child(ren) remain entitled to support..... 139

**ENFORCEMENT INFORMATION**

PB-1 ..... Provide enforcement information to MEP..... 139

**Q. ARREARS AND ENFORCEMENT OF SUPPORT**

**SETTING/REDUCING/CANCELLING ARREARS, PENALTIES, AND/OR FEES BY A JUDGE**

QA-1..... Arrears of support set/reduced/cancelled..... 140  
QA-2..... Accrued arrears of support set/reduced/cancelled ..... 140  
QA-3..... Total arrears of support set..... 141  
QA-4..... Total arrears of penalties set/reduced/cancelled..... 141  
QA-5..... Total fees set/reduced/cancelled..... 141

**SETTING OF ARREARS AT A SHOW CAUSE HEARING BY ASSOCIATE JUDGE**

QB-1..... Arrears set..... 141

	<b>PAYMENT ON ARREARS (SET BY A JUDGE)</b>	
QC-1	..... Payment on arrears set by a Judge (with sub-clauses).....	142
	<b>PAYMENT ON ARREARS (SET BY ASSOCIATE JUDGE)</b>	
QD-1	..... Payment on arrears set by Associate Judge (with sub-clauses) .....	144
	<b>SUSPENSION OF ENFORCEMENT OF SUPPORT AND/OR ARREARS</b>	
QE-1	..... Suspension of enforcement (with sub-clauses).....	146
QE-2	..... Third suspension of enforcement (with sub-clauses) .....	146
QE-3	..... Restricted enforcement actions on suspension (with sub-clauses).....	148
QE-4	..... Restricted enforcement (with sub-clauses) .....	150
	<b>SUSPENSION OF SUPPORT PAYMENT OBLIGATION</b>	
QF-1	..... Payment of support or arrears suspended .....	151
	<b>APPOINTMENT OF RECEIVER</b>	
QG-1	..... Receiver appointed (with sub-clauses) .....	151
 <b>R. REAL PROPERTY</b>		
	<b>SALE OF PROPERTY</b>	
RA-1	..... Sale of property – terms and conditions (with sub-clause).....	153
RA-2	..... Transfer of property.....	153
RA-3	..... Provide release documents (with sub-clauses).....	153
RA-4	..... Vesting title of property in the name of a party .....	154
RA-5	..... Immediate registration with the Land Titles Office.....	154
	<b>REFERENCE TO ASSOCIATE JUDGE (SALE OF PROPERTY)</b>	
RB-1	..... Sale of property.....	154
RB-2	..... Reference to the Associate Judge – sale .....	155
RB-3	..... Party to have carriage of the reference .....	155
RB-4	..... Associate Judge’s Report and Order on Sale .....	155
RB-5	..... Vesting title of property in the name of a purchaser .....	155
	<b>HOMESTEAD RIGHTS</b>	
RC-1	..... No homestead rights .....	155
RC-2	..... Homestead rights terminated .....	155
RC-3	..... Consent to disposition of property dispensed with .....	156
RC-4	..... Discharge of homestead notice.....	156
	<b>PENDING LITIGATION ORDERS</b>	
RD-1	..... Interest in land in question .....	156
RD-2	..... Discharge registration of a Pending Litigation Order.....	156
RD-3	..... Immediate registration with the Land Titles Office.....	157
	<b>DISCHARGE OR POSTPONEMENT OF SUPPORT OR OTHER FAMILY ORDERS</b>	
RE-1	..... Discharge of support orders.....	157

RE-2.....	Postponement of support orders .....	157
RE-3.....	Immediate registration with the Land Titles Office.....	158

**S. FAMILY PROPERTY ACT PROCEEDINGS**

**INTERIM RELIEF**

SA-1 .....	Advance on anticipated equalization – payment .....	159
SA-2 .....	Advance on anticipated equalization – assets.....	159
SA-3 .....	Preservation of assets.....	159

**REFERENCE TO ASSOCIATE JUDGE (PROPERTY ACCOUNTING/VALUATION)**

SB-1 .....	Reference to Associate Judge– accounting and valuation .....	159
SB-2 .....	Date of closing and valuation .....	160
SB-3 .....	Carriage of Reference .....	160
SB-4 .....	Documents to be filed by initiating party (with sub-clauses).....	160
SB-5 .....	Documents to be filed by responding party (with sub-clauses) .....	161
SB-6 .....	Response to be filed by initiating party.....	162
SB-7 .....	Associate Judge’s Report .....	162
SB-8 .....	Valuation and shareability of assets/liabilities (with sub-clause) .....	
SB-9 .....	Ownership of assets/liabilities (with sub-clause) .....	162
SB-10 .....	Valuation of jointly owned/owed assets or liabilities (with sub-clause).....	163
SB-11 .....	Shareability of assets/liabilities and valuation (with sub-clause) .....	163

**DIVISION AND ACCOUNTING**

SC-1 .....	Equal (unequal) division of assets and debts .....	163
------------	--	-----

**OPPOSING CONFIRMATION OF ASSOCIATE JUDGE’S/MASTER’S REPORT**

SD-1 .....	Report confirmed.....	169
SD-2 .....	Report confirmed with variation (with sub-clause).....	169

**REFERENCE TO ASSOCIATE JUDGE (COHABITATION)**

SE-1 .....	Reference to Associate Judge for report (with sub-clause).....	169
SE-2 .....	Reference procedure .....	170
SE-3 .....	Date for hearing for directions .....	170
SE-4 .....	Filing date.....	170
SE-5 .....	Service of copy of order .....	170

**OPPOSING CONFIRMATION OF ASSOCIATE JUDGE’S/MASTER’S REPORT**

SF-1 .....	Report confirmed.....	171
SF-2 .....	Report confirmed with variation (with sub-clause).....	171

## T. EFFECTIVENESS, VARIATIONS AND APPEALS

### EFFECTIVENESS OF RELIEF OR ORDER

TA-1	Order - satisfied/set aside/of no further effect/suspended	172
TA-2	Provisions in an Order – satisfied/set aside/of no further effect/ suspended	172
TA-3	Child Support Recalculation Decision/Recalculated Child Support Order – suspended/of no force and effect/rescinded/confirmed	172
TA-4	Child Support Calculation/Recalculation Decision – set aside/suspended	172
TA-5	This Order in effect until	173
TA-6	Other order in effect until	173

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

TB-1	Application granted - Order set aside/revoked	173
TB-2	Application dismissed - Order confirmed	173
TB-3	Application dismissed - Order varied	174
TB-4	Application adjourned - Order varied	174

### APPEAL FROM ASSOCIATE JUDGE'S/MASTER'S ORDER

TC-1	Appeal of Associate Judge's/Master's Order dismissed/granted (with sub-clause)	175
------	---	-----

### VARYING AN ORDER

TD-1	Vary an order by deleting relief, with or without replacement (with sub-clause)	175
TD-2	Vary an order by adding relief (with sub-clause)	176

### RECOGNITION OF FOREIGN ORDER (*DIVORCE ACT*)

TE-1	Foreign Order (parts) recognized and <i>Divorce Act</i> Order varied	176
------	--	-----

### NON-RECOGNITION OF FOREIGN ORDER (*DIVORCE ACT*)

TF-1	Foreign Order (or parts) not recognized and <i>Divorce Act</i> Order remains in effect	177
------	---	-----

## U. COSTS AND SECURITY FOR COSTS

### PARTY/PARTY

UA-1	Pay costs with or without disbursements included	178
UA-2	Pay costs plus disbursements	178
UA-3	Pay costs in accordance with the tariff to be assessed	178
UA-4	Costs reserved to trial judge	178
UA-5	Parties pay own costs	178

**LAWYER AND CLIENT**

UB-1..... Costs to compensate legal fees and disbursements ..... 179

**SECURITY FOR COSTS**

UC-1..... Security for Costs ..... 179

**V. SERVICE**

**PERSONAL SERVICE/ALTERNATIVE TO PERSONAL SERVICE**

VA-1 ..... Personal Service on Party ..... 180

VA-2 ..... Alternative Service on Party – mail/courier/fax/e-mail ..... 180

VA-3 ..... Service required under Hague Service Convention ..... 180

VA-4 ..... Service required under Hague Service Convention and other means.... 181

**SERVICE WHEN WITHOUT NOTICE ORDER GRANTED**

VB-1 ..... Immediate service of documents on without notice order ..... 181

**SUBSTITUTED SERVICE**

VC-1 ..... Substituted service on party (with sub-clauses) ..... 182

**EFFECTIVE DATE OF ALTERNATIVE OR SUBSTITUTED SERVICE**

VD-1 ..... Effective date of alternative or substitutional service..... 183

VD-2 ..... Completion date of alternative or substitutional service ..... 183

**TIME TO NOTE DEFAULT SPECIFIED**

VE-1 ..... Time to note default specified ..... 183

**VALIDATION OF DEFECTIVE OR IMPROPER SERVICE**

VF-1 ..... Personal/alternative to personal/substituted service validated ..... 184

**DISPENSE WITH SERVICE**

VG-1..... Service not required ..... 184

**W. DATE SIGNED AND SIGNATURE**

**DATE AND SIGNATURE**

WA-1 ..... Date and Signature ..... 185

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

WB-1 ..... Counsel for Party ..... 185

WB-2 ..... Amicus curiae/Counsel for child(ren) ..... 185

WB-3 ..... Counsel for Agency ..... 185

WB-4 ..... Party on own behalf ..... 186

**X. LAWYERS OF RECORD OR COUNSEL**

**LAWYERS OF RECORD**

XA-1 ..... Lawyer of record for party ..... 187

XA-2 ..... Counsel for others ..... 187

XA-3..... Counsel for the Director of MEP/other government agency ..... 187

**Y. COURT STAFF USE ONLY**

**DATE AND SIGNATURE**

YA-1 ..... Date and signature line for Judge/Associate Judge/Deputy Registrar ... 188  
YA-2 ..... Date original signed ..... 188  
YA-3 ..... Approval and signature line for counsel for party ..... 188  
YA-4 ..... Approval and signature line for amicus curiae/counsel for child(ren) ..... 188  
YA-5 ..... Approval and signature line for counsel for Agency ..... 188  
YA-6 ..... Approval and signature line for self-represented party ..... 189

**ESCORT POWERS**

YB-1 ..... Escort Powers for Sheriffs ..... 189

**WARRANTS**

YC-1 ..... Release from Warrant – Recognizance/Undertaking ..... 189  
YC-2 ..... Remanded in custody ..... 189  
YC-3 ..... Release from Warrant ..... 189

**Z. NON-STANDARD CLAUSE ..... 190**

## **Introduction – Overview of Legislative Changes**

Since Version 6 of the *Standard Clauses for Orders in Family Proceedings* came into effect on March 1, 2021, a number of amendments have been made to provincial legislation. Acts and Regulations have been repealed and replaced, or enacted. These changes impact various claims in family proceedings and the standard clauses required to be used in the preamble and the body of orders pursuant to *King's Bench Rule* 70.31(11).

Version 7 of the *Standard Clauses for Orders in Family Proceedings* takes into account the legislative changes relating to the Acts referred to in *King's Bench Rule* 70.31(11).

This introduction provides a non-exhaustive summary of various legislative changes, with the dates on which they came into force, and should be read together with the applicable clauses and, where applicable, explanatory footnotes.

It is extremely important for counsel and others preparing orders to be attentive to the date on which an order was pronounced to ensure that the appropriate legislation is referenced and appropriate terminology is used.

### **2021 and 2022 Legislative Amendments**

The provisions in *The Family Maintenance Act*, C.C.S.M. c. F20, respecting determination of parentage were amended effective December 1, 2021 to address various situations where children are conceived by reproductive technology.

Various provisions in *The Pension Benefits Act*, C.C.S.M. c. P32, and the *Pension Benefits Regulation*, M.R. 39/2010 were amended effective October 1, 2021, and impacted provisions respecting division of provincially-regulated pensions for parties separating on or after that day. Orders involving parties that separated on or after October 1, 2021 must specify the percentage (50% or less) of the plan member's pension to be paid to the spouse or common-law partner. Counsel should note the transitional provisions in s. 18(1) of *The Pension Benefits Amendment Act*, S.M. 2021, c. 14, and s. 69(1) of the *Pension Benefits Regulation, amendment*, M.R. 63/2021.

When Her Majesty Queen Elizabeth II passed away on September 8, 2022, the Court of Queen's Bench of Manitoba became the Court of King's Bench of Manitoba, and references to the Court changed in legislation including, but not limited to, *The Court of King's Bench Act*, C.C.S.M. c. C280, and the *Court of King's Bench Rules*, M.R. 553/88.

### **July 1, 2023 repeal and replacement of *The Family Maintenance Act***

Bill 17 of the 4th Session of the 42nd Legislature, *The Family Law Act, The Family Support and Enforcement Act and The Inter-jurisdictional Support Orders Amendment Act*, S.M. 2020 c. 15, contained two Acts that repealed and replaced *The Family Maintenance Act* as well as Part VII of *The Child and Family Services Act*, C.C.S.M. c. C80 (Private Guardianship of the Person and Access).

*The Family Maintenance Act* was repealed and replaced by *The Family Law Act*, C.C.S.M. c. F20, and *The Family Support Enforcement Act*, C.C.S.M. c. F26, effective July 1, 2023.

***The Family Law Act*** continues to govern determination of parentage, parenting arrangements for children, child support, spousal and common-law partner support and related matters, such as financial disclosure. The parenting provisions of *The Family Law Act* were drafted in a manner comparable to, and using the same terminology (for the most part), as in the 2021 *Divorce Act* amendments. *The Family Law Act* contains a number of other new provisions, including, but not limited to, relocation of children, private guardianship and third party contact (provisions that were previously in Part VII of *The Child and Family Services Act*) and enabling former spouses to apply for spousal support under the *Act*.

Proceedings commenced pursuant to *The Family Maintenance Act* that were not fully disposed of when *The Family Law Act* came into effect on July 1, 2023 are to be dealt with and disposed of under the new *Act* (s. 100(2) of *The Family Law Act*). This is the same approach that was taken with respect to pending proceedings when the 2021 amendments to the *Divorce Act* came into effect in March of that year.

Orders made pursuant to *The Family Maintenance Act* prior to July 1, 2023 should be described as such and use the terminology that was used in that *Act*.

Orders made on or after July 1, 2023, should refer to relief being ordered pursuant to *The Family Law Act* and use the terminology in the new *Act*, even if the relief was sought pursuant to *The Family Maintenance Act* in a pleading filed prior to that date.

**NOTE:** An important exception to these transitional provisions relates to private guardianship and third-party access applications pursuant to Part VII of *The Child and Family Services Act*. The transitional provisions of *The Family Law Act* provide that any proceedings commenced pursuant to Part VII of *The Child and Family Services Act* that are not fully disposed of when *The Family Law Act* came into effect are to be dealt with and disposed of under those former *Child and Family Services Act* provisions (subsection 101(2)) unless the parties consent to the matter being dealt with under *The Family Law Act* (subsection 101(3)).

In addition to *The Family Law Act*, on July 1, 2023, the maintenance enforcement portion of *The Family Maintenance Act* (former Part VI, Enforcement of Maintenance Orders) was repealed and replaced with ***The Family Support Enforcement Act***, C.C.S.M. c. F26. While many provisions remain substantively the same, there are some terminology changes, including, but not limited to, “Designated Officer” being replaced with references to a “Director” and “maintenance order” being replaced with references to a “support order”.

Maintenance enforcement clauses in orders made on or after July 1, 2023, should be pursuant to *The Family Support Enforcement Act* not *The Family Maintenance Act*, and should use the new terminology. Maintenance enforcement clauses in orders made up

to and including June 30, 2023, should refer to *The Family Maintenance Act* and use the former terminology.

### **July 1, 2023 - Family Law Regulations and King’s Bench Rules**

The ***Family Law Regulation***, M. R. 50/2023, pursuant to *The Family Law Act*, came into effect on July 1, 2023, and contains, *inter alia*, provisions regarding service requirements for private guardianship and third-party contact applications, as well as the prescribed forms for relocation situations.

On July 1, 2023, the *Child Support Guidelines Regulation*, M.R. 58/98, was repealed replaced by the ***Manitoba Child Support Guidelines Regulation***, M.R. 52/2023 (to *The Family Law Act*).

Pursuant to ***Court of King’s Bench Rules, amendment***, M.R. 39/2023, a number of amendments to the ***King’s Bench Rules*** came into effect on July 1, 2023, including, but not limited to, amendments to Rule 70.06(5)(b) (Service requirements in particular proceedings) to add a requirement for service of certain materials on the director under *The Disability Support Act*, C.C.S.M. c. D76 (that came into force January 1, 2023) and to change some of the Acts set out in Rule 70.31(11) (Standard clauses required for orders in certain Acts and the Rules).

Again, it is important to note the date on which orders were pronounced to ensure that the appropriate regulation is complied with and referenced in the order.

### **August 1, 2023 - Amendments to The Domestic Violence and Stalking Act and the Domestic Violence and Stalking Regulation**

Bill 16, *The Domestic Violence and Stalking Amendment Act*, S.M. 2023 c. 13, received Royal Assent in the Manitoba Legislature on May 30, 2023, and came into effect August 1, 2023, together with the *Domestic Violence and Stalking Regulation, Amendment*, M. R. 91/2023.

The amendments to the *Act* expressly allow judicial justices of the peace to include various provisions in Protection Orders to enable the parties to attend certain Court proceedings, family arbitration, family dispute resolution activities and supervised parenting time. The *Act* says that the order may permit exchanges to take place at the premises of an organization prescribed by Regulation. Some of these provisions have necessitated the development of new standard clauses and the applicable dates should be taken into account.

### **September 27, 2023 – change of the title of “Master” to “Associate Judge”**

On May 30, 2023, Bill 218, *An Act Respecting the Title “Associate Judge” (Various Acts Amended)*, S.M. 2023, c. 34 received Royal Assent. The Bill contained amendments to a number of different Acts, including, but not limited to, *The Court of King’s Bench Act*, to change the title of the “Master” to “Associate Judge”. These changes came into effect on September 27, 2023, pursuant to s. 67 of the final, Chapter Version of the *Act* that

provided the amendments would come into force 120 days after the date of Royal Assent. Comparable amendments were made to the *Court of King's Bench Rules*.

These changes mean that the title of "Master" changed to "Associate Judge" on September 27, 2023. Reports issued by a "Master" (or "Senior Master") prior to that date would have referred to the judicial officer by that title, as would orders made by, or respecting, a then "Master" signed before that date.

Orders made or reports issued on or after September 27, 2023 should use the new title "Associate Judge" (or "Senior Associate Judge"). A pending pre-September 27, 2023 order of reference to a "Master" or order made or report issued by a then "Master", would be dealt with after that date as a reference to, or an order made or report issued by, an "Associate Judge".

### **February 1, 2024 – the coming into force of the Hague Convention on the International Recovery of Child Support and Other Forms of Maintenance**

The Hague *Convention on the International Recovery of Child Support and Other Forms of Maintenance* (the "Hague Support Convention") came into effect in Manitoba on February 1, 2024. Manitoba's implementing legislation, *The International Child Support and Family Maintenance (Hague Convention) Act*, C.C.S.M. c. 161, and the *International Child Support and Family Maintenance Regulation*, M.R. 56/2023, came into force on January 1, 2024. Related amendments to the *Divorce Act*, specifically sections 28-30, came into force February 1, 2024. The Hague Support Convention is attached as a schedule to both Manitoba's implementing legislation and the *Divorce Act*.

Prior to the coming into force of the Hague Support Convention, Manitoba already had arrangements in place with all other provinces and territories in Canada and with many other countries to help parties obtain, change, and enforce support obligations when one of the parties resides outside Manitoba. These Canadian provinces and territories, and foreign states and countries are referred to as "reciprocating jurisdictions" with Manitoba and listed in the *Inter-jurisdictional Support Orders Regulation*, M.R. 10/2003, to *The Inter-jurisdictional Support Orders Act*, C.C.S.M. c. 160.

Pursuant to the Hague Support Convention, Manitoba now has arrangements that allow parties to obtain, change, and enforce support obligations with an expanded list of countries that are referred to as "Contracting States". A list of "Contracting States" is available in the "Child Support" section relating to the Hague Support Convention on the website of the Hague Conference on Private International Law, at: [www.hcch.net](http://www.hcch.net). If a country is both a "reciprocating jurisdiction" with Manitoba listed in the *Inter-jurisdictional Support Orders Regulation* and a "Contracting State" to the Hague Support Convention, the Convention prevails and is the applicable law.

If you have questions about the Hague Support Convention, you may contact Manitoba's Central Authority for the Convention at [HagueMaintenanceManitoba@gov.mb.ca](mailto:HagueMaintenanceManitoba@gov.mb.ca).

# **Orders involving the Hague Service Convention**

Canada has been a Contracting State to the 1965 Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* (the “Hague Service Convention” or “Convention”) since 1989. As of March 21, 2024, there were 84 Contracting States to the Convention.

The *King’s Bench Rules* address the requirements for *ex juris* service when a responding party resides in a Contracting State to the Convention.

Version 6 of the *Standard Clauses for Orders in Family Proceedings* contained two VA (Personal Service/Alternative to Personal Service) clauses relating to the Hague Service Convention. One clause was for use when the Court directed that a document be served on a party in accordance with the Convention or, alternatively, confirmed that such service had occurred. The other clause was for use when the Court ordered default judgment be granted where documents were transmitted to a Contracting State for service pursuant to the Convention, but no proof of service was received after six months despite reasonable efforts to obtain same.

Recognition of a Manitoba Order in another Contracting State may be impacted if the Order does not clearly indicate that service was made in accordance with the Hague Service Convention, and if the Order does not refer to the nature of that service. Recognition may also be impacted if the ultimate Final Order (and/or Divorce Judgment, if applicable, or Variation Order) is not served in accordance with the Convention (in addition to the possibility of the usual service by ordinary mail and, on occasion, e-mail).

Version 7 of the *Standard Clauses for Orders in Family Proceedings* contains a number of additional or revised Standard Clauses to address a broader range of situations involving service on parties in Contracting States to the Hague Service Convention.

## **Orders for service of documents pursuant to the Hague Service Convention**

Where service of a pleading or other documents has not been made pursuant to the Hague Service Convention, the Court may order that occur. Clause VA-3 is to be used in such cases.

### **Orders noting default**

Default may be noted in different ways in proceedings involving the Hague Service Convention, some by the pronouncement of an Order.

Deputy Registrars may note default in Family Division proceedings if they are satisfied that service on a respondent in a Contracting State has been made in accordance with the Convention.

If the Deputy Registrar is uncertain whether default should be noted, or a litigant disagrees with a Deputy Registrar’s conclusion that default should not be noted, motions can be brought for an Order that default be noted. The Court can make an order that:

- a) service be made in accordance with the Convention (Clause VA-3); or
- b) service has occurred in accordance with the Convention and default be noted (Clause AG-4 or AG-5).

The Convention also permits a judge to order that default be noted when, despite reasonable efforts to obtain proof of service, no proof of service has been received from a Contracting State within six months of transmission of the documents for service, despite reasonable efforts to obtain same (Clause AG-6).

If a motion is made to have a judge order that default be noted in any these situations, the Order should include:

- a) preamble clause AB-30 indicating the party that is requesting default be noted against the other party; and
- b) pursuant to *The Court of King's Bench Act and Rules*, the appropriate AG (Default Noted) clause noting the nature of the service that occurred (AG-4 or AG-5) or that six months has elapsed without proof of service being provided (AG-6).

### **Preamble clauses in Final Orders respecting noting of default**

To provide the best chance that the Manitoba Final Order (and/or Divorce Judgment, if applicable, or Variation Order) will be recognized in another Contracting State, Orders should expressly refer to how service was established under the Convention and how default was noted. This can be achieved by including the appropriate AG (Default Noted) clause in the preamble, indicating the manner in which the responding party was previously noted in default (AG-2 or AG-3) and confirming they did not file a response to the initiating pleading.

**Note:** In the unusual case where default is granted at the same time as a Final Order (and/or Divorce Judgment, if applicable, or Variation Order) is pronounced, the Order should include the appropriate clause noting default (AG-4, AG-5 or AG-6).

### **Service clauses in Final Order**

Again, to assist with recognition of a Manitoba Order in a Contracting State, an expanded service clause (VA-4) was developed that contemplated service of a copy of the Order (and Divorce Judgment, if applicable) by various means (regular mail and e-mail) as well as by a copy of the Order being transmitted to the Central Authority in the other Contracting State with a request that same be served on the responding party. The clause also includes an option that the Manitoba party thereafter file proof of service by the Central Authority or competent authority in the other Contracting State once received.

# 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]
-----	-----------------	---

( )	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)
-----	----------------	---

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

# STANDARD CLAUSES FOR ORDERS IN FAMILY PROCEEDINGS

## A. PREAMBLE

### DATE AND PLACE OF HEARING

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

### NATURE OF PROCEEDINGS

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

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

---

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

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

<sup>3</sup> This clause must specify all prior Variation Orders and 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-25 may be used in such an order.

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

AB-3<sup>4</sup> This request for variation being made within 30 days of notice of a recalculation pursuant to (subsection 7(1) of *The Child Support Service Act*/subsection 25.1(4) of the *Divorce Act*);

AB-4<sup>5</sup> This matter being a (support/support variation) application made by [specify Party Name] of {specify province, territory, state, country, etc.};

AB-5<sup>6</sup> This matter being a request by [specify Party Name] for confirmation of the Provisional Variation Order pronounced [Date] by {specify Judge's name or Court} of {specify province or territory} pursuant to the *Divorce Act*;

AB-6<sup>7</sup> 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*;

---

<sup>4</sup> 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.

<sup>5</sup> 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*.

<sup>6</sup> 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.

<sup>7</sup> See footnote 6.

- AB-8<sup>8</sup> This matter being an (Application for Establishment/Application for Modification of a Decision) made by [specify Party Name] of {specify Contracting State};
- AB-9 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 Associate Judge or Master];
- AB-10 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 Director, Maintenance Enforcement Program;
- AB-11 This matter being a request by [specify Party Name] for an emergent hearing for {specify nature of relief sought};
- AB-12 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-13 This matter being an appeal by [specify Party Name] of (Associate Judge/Master) [specify Associate Judge or Master]'s Order pronounced {specify date} (blank/and having proceeded at the triage conference);

---

<sup>8</sup> This clause should be used for incoming applications received by the Manitoba Central Authority pursuant to the Hague *Convention on the International Recovery of Child Support and Other Forms of Family Maintenance*.

- AB-14 This matter being a motion for a reference to an Associate Judge for a report with recommendations respecting determination of the (date cohabitation commenced/date cohabitation ceased/dates of cohabitation);
- AB-15 This matter being a request for a reference to an Associate Judge for a *Family Property Act* accounting report;
- AB-16<sup>9</sup> 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-17<sup>10</sup> 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-18<sup>11</sup> 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

---

<sup>9</sup> 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.

<sup>10</sup> 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.

<sup>11</sup> 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.

satisfied that there is sufficient evidence to determine the matter in accordance with section 17 of the *Divorce Act*;

AB-19 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 {specify pleading} and (did not request/requested) the matter be converted under subsection 18.1(3) of the *Divorce Act*;

AB-20 This matter being an application by ([specify Party Name]/[specify additional Party Name]<sup>12</sup>) 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-21<sup>13</sup> 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

---

<sup>12</sup> An additional party is one added to the original proceeding, such as a relative seeking a contact order pursuant to the *Divorce Act*.

<sup>13</sup> This clause must specify all prior Variation of a Family Arbitration Award Orders and recalculations that have occurred.

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

AB-22<sup>14</sup> 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];

AB-23 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-24 This matter being a request by [specify Party Name] for {specify nature of relief sought} (respecting/of) the (Family Arbitration Award made/Family Arbitration Agreement dated) {specify date};

AB-25 This matter being a request by [specify Party Name] for {specify nature of proceeding and relief sought};

AB-26 This matter being a request by [specify Party Name] to (relocate/prohibit the relocation of) {specify child(ren)'s name(s)/birthdate(s)} (blank/with notice of the proposed relocation having been provided {specify date}) (blank/and notice of objection provided {specify date});

AB-27 This matter being a request by [specify Party Name] to set aside registration of the {specify name of Order or decision} pronounced {specify date} by

---

<sup>14</sup> 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.

{specify Judge or decision-maker} of the {specify the Court or competent authority and jurisdiction};

AB-28<sup>15</sup> This matter being a request by [specify Party Name] for an order that {specify persons and/or public bodies} provide information in their (knowledge/records) respecting the address or whereabouts of [specify Party Name] for the purposes of enforcing the (parenting time/custody/access/contact/guardianship) provisions of the ([specify Order]/{specify name of extra-provincial Order or decision}) pronounced by ([specify Judge]/{specify extra-provincial Judge or decision-maker}) (blank/of {specify extra-provincial Court competent authority}) on [Date];

AB-29<sup>16</sup> This matter being a request by [specify Party Name] for an order that {specify persons and/or public bodies} provide information in their (knowledge/records) respecting the address or whereabouts of [specify

---

<sup>15</sup> This clause should be used with clauses AH-3 and AH-4 in the preamble when party seeks an order for information about another party's address or whereabouts for purposes of seeking to enforce a parenting (custody/access) order. The preamble should also include AE, AF and AH-1 clauses with particulars of attendances and service in accordance with section 13(1.1) of *The Child Custody Enforcement Act*. The body of the order should include clause JN-1 or JN-2 for each affected person/public body, and clauses JN-3 and JN-4. The order should also include separate VA clauses for service on each affected person/public body, with a VD clause specifying the deemed date of service by mail or facsimile/e-mail.

<sup>16</sup> This clause should be used with clause AH-5 in the preamble when a party seeks an order for information about another party's address or whereabouts pursuant to section 47(1)(b) of *The Family Law Act* for the purposes of making an application for a parenting or contact order pursuant to that Act or the *Divorce Act*. The preamble should also include AE, AF and AH-1 clauses with particulars of attendances and service in accordance with section 13(1.1) of *The Child Custody Enforcement Act*. The body of the order should include clause JN-1 or JN-2 for each affected person/public body, and clauses JN-3 and JN-4. The order should also include separate VA clauses for service on each affected person/public body, with a VD clause specifying the deemed date of service by mail or facsimile/e-mail.

Party Name(s)] for purposes of making an application for a (parenting/contact) order pursuant to (*The Family Law Act/the Divorce Act*);

AB-30 This matter being a request by [specify Party Name] for an order that default be noted against [specify Party Name];

## **PREVIOUSLY OR CONCURRENTLY ADDRESSED**

### **CLAIMS/UNDERTAKINGS IN PROCEEDINGS**

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

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

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

{specify undertaking(s)};

AC-4<sup>17</sup> This Court having made an order this day pursuant to *The Domestic Violence and Stalking Act* setting aside the Protection Order granted to [specify Party Name] by [specify Judicial Justice of the Peace] on [Date];

---

<sup>17</sup> For inclusion in an order pursuant to *The Family Law Act*, or with *Divorce Act* parenting provisions that have the effect of, restricting contact and communications between parties, made concurrently with an order setting aside a Protection Order.

AC-5<sup>18</sup> This Court having made an order this day pursuant to (*The Family Law Act*/the *Divorce Act* with parenting provisions that have the effect of) restricting contact and communication between [specify Party Name] and [specify Party Name] and setting aside the Protection Order granted to [specify Party Name] by [specify Judicial Justice of the Peace] on [Date];

AC-6<sup>19</sup> [Specify Judge] having pronounced an order [Date] that [specify Party Name] be noted in default;

AC-7<sup>20</sup> This Court having found that [specify Party Name] is the parent of {specify child's name/birthdate} solely for the purpose of child support proceedings under *The Family Law Act* on [specify date];

## **PARTIES DIVORCED**

AD-1<sup>21</sup> [Specify Party Name] and [specify Party Name] having been divorced by (Divorce Judgment/Divorce Judgment on Joint Petition for Divorce) pronounced this date;

---

<sup>18</sup> For inclusion in an order setting aside a Protection Order made concurrently with an order pursuant to *The Family Law Act*, or with *Divorce Act* parenting provisions that have the effect of, restricting contact and communication between the parties.

<sup>19</sup> To be used when the Court has previously ordered that a party be noted in default. For matters involving the Hague Service Convention, it is preferable to use the more detailed AG-2 or AG-3 clauses.

<sup>20</sup> This preamble clause should only be used where the Court has previously made a finding of parentage solely for child support purposes pursuant to subsection 60(1)(a) of *The Family Law Act*.

<sup>21</sup> For use in any Final Order with *Divorce Act* relief sought, or granted, concurrently with a Divorce Judgment (e.g. at an affidavit or oral hearing).

AD-2<sup>22</sup> [Specify Party Name] and [specify Party Name] having been divorced by (Divorce Judgment/Divorce Judgment on Joint Petition for Divorce) pronounced {specify [Date]};

## ATTENDANCES

AE-1 In the presence of: {insert and number the appropriate AE-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};

## 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;

---

<sup>22</sup> For use in those unusual situations where a Final Order with *Divorce Act* relief is granted on a date after the pronouncement of a Divorce Judgment.

## DEFAULT NOTED

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

AG-2<sup>23</sup> [Specify Party Name] having been noted in default (pursuant to the Order of [specify Judge]/by the Deputy Registrar of this Court) and validly served with {specified document(s)} in {specify State} on [Date] pursuant to the Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* according to the {specify Certificate of Attestation or other document} dated [Date] provided by (that State's Central Authority/{specify other competent authority}, a competent authority in that State);

AG-3<sup>24</sup> [Specify Party Name] having been noted in default (pursuant to the Order of [specify Judge]), 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*, and more than six months having elapsed and despite reasonable efforts being made to obtain proof of service, no proof of service being obtained;

---

<sup>23</sup> To be used when a Judge has previously made an order, or the Deputy Registrar has directed, that default be noted when a party has been validly served in accordance with the Hague Service Convention.

<sup>24</sup> To be used when a Judge has previously made an order that default be noted when proof of service has not been received from a State party within six months of transmission of the documents and default is ordered pursuant to *King's Bench Rule* 69.03.

AG-4<sup>25</sup> [Specify Party Name] has been validly served with {specify document(s)} in accordance with the Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters*, the (document/documents) having been transmitted on {specify date} for service in {specify country}, through (that State's Central Authority/{specify other competent authority}, a competent authority in that State), and proof of service on [specify Party Name] on {specify date} having been received from that (Central Authority/competent authority) in the form of {specify Certificate of Attestation or other document confirming service} dated {specify date}, and [specify Party Name] not filing an (Answer/Notice of Opposition to Variation/{specify other pleading}) opposing the claims by [specify Party Name], default is noted against [specify Party Name];

AG-5<sup>26</sup> [Specify Party Name] has been validly served with {specify document(s)} in accordance with the Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* at {specify location of service} on {specify date} by {specify name of serving person or entity} as stated in the {specify document confirming service} dated {specify date}, and [specify Party Name] not filing an (Answer/Notice of Opposition

---

<sup>25</sup> To be used with preamble clause AB-30 when the Court is making an order that default be noted when a party has been served through a Central Authority or competent authority in a Contracting State, in accordance with the Hague Service Convention.

<sup>26</sup> To be used with preamble AB-30 when the Court is making an order that default be noted when a party has been served other than through a State Central Authority or competent authority in a Contracting State, but in accordance with the State's domestic law and the Hague Service Convention.

to Variation/{specify other pleading}) opposing the claims by [specify Party Name], default is noted against [specify Party Name];

AG-6 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/default judgment)<sup>27</sup> is (noted/granted) against [specify Party Name];

## 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 AH-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);

---

<sup>27</sup> To be used with preamble clause AC-6 and refer to "default" if an order noting default is made on a date before the Court pronounces the requested Final Order and/or Divorce Judgment; to be used with preamble clause AB-30 and refer to "default judgment" in the less common situation where default is granted at the same time as a Final Order is pronounced.

- 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-1.6<sup>28</sup> the (support application/support variation application/Application for Establishment of a Decision/Application for Modification of a Decision) 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)/birthdate(s)};

---

<sup>28</sup> For inter-jurisdictional support order applications only.

- AH-1.9 the letter from the Director, 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};
- 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 the (surrogacy agreement/{specify name of surrogacy agreement with other jurisdiction}) between [specify Party Name] and ([specify Party Name]/{specify name}) dated {specify date};
- AH-1.14 the written consent of [specify Party Name] dated {specify date} (for {specify nature and form of consent}/blank);
- AH-1.15 {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;
- AH-3 [Specify Party Name] having (parenting time with/custody of/access to) {specify child(ren)'s name(s)/birthdate(s)} pursuant to the ([specify Order]/{specify name of extra-provincial Order or decision}) pronounced by ([specify Judge]/{specify extra-provincial Judge or decision-maker}) (blank/of {specify extra-provincial Court competent authority}) on [Date];
- AH-4 No evidence having been provided that [specify Party Name] made this application for any purpose other than to learn or confirm the address or whereabouts of [specify Party Name] to enforce the (parenting time/contact/access/guardianship) provisions of the ([specify Order]/{specify name of extra-provincial Order or decision}) pronounced by ([specify Judge]/{specify extra-provincial Judge or decision-maker}) (blank/of {specify extra-provincial Court competent authority}) on [Date];
- AH-5 No evidence having been provided that [specify Party Name] made this application for any purpose other than to learn or confirm the address or whereabouts of [specify Party Name] to make an application for a (parenting/contact) order pursuant to (*The Family Law Act/the Divorce Act*);

## 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 STATUTE<sup>29</sup>

- BA-1 THIS COURT ORDERS pursuant to the *Divorce Act* that:
- BA-2<sup>30</sup> THIS COURT ORDERS pursuant to *The Family Maintenance Act* that:
- BA-3 THIS COURT ORDERS pursuant to *The Family Law Act* that:
- BA-4 THIS COURT ORDERS pursuant to *The Family Support Enforcement Act* that:
- BA-5 THIS COURT ORDERS pursuant to *The Inter-jurisdictional Support Orders Act* of Manitoba (,/and/blank) (*The Family Law Act*/blank) {and the appropriate support legislation of the reciprocating jurisdiction} that:
- BA-6 THIS COURT ORDERS pursuant to *The Child and Family Services Act* that:
- BA-7<sup>31</sup> THIS COURT ORDERS pursuant to *The Court of King's Bench Act* and *Rules* that:
- BA-8 THIS COURT ORDERS pursuant to *The Law of Property Act* that:
- BA-9 THIS COURT ORDERS pursuant to *The Family Property Act* that:

---

<sup>29</sup> A separate clause is needed for orders made under each Act.

<sup>30</sup> This clause is for use in orders pronounced prior to the coming into force of *The Family Law Act* and *The Family Support Enforcement Act* on July 1, 2023.

<sup>31</sup> For orders pronounced prior to the passing of Her Majesty Queen Elizabeth II on September 8, 2022, the statute title to be used is *The Court of Queen's Bench*.

BA-10 THIS COURT ORDERS pursuant to *The Child Custody Enforcement Act* that:

BA-11 THIS COURT ORDERS pursuant to *The Real Property Act* that:

BA-12 THIS COURT ORDERS pursuant to *The Married Women's Property Act* that:

BA-13 THIS COURT ORDERS pursuant to *The Domestic Violence and Stalking Act* that:

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

BA-15 THIS COURT ORDERS pursuant to *The Child Support Service Act* and *Regulations* that:

BA-16 THIS COURT ORDERS pursuant to *The Judgments Act* that:

BA-17 THIS COURT ORDERS pursuant to *The Arbitration Act* that:

BA-18 THIS COURT ORDERS pursuant to the *Hague Convention on the International Recovery of Child Support and Other Forms of Family Maintenance* and the *Divorce Act* that:

BA-19 THIS COURT ORDERS pursuant to the Hague *Convention on the International Recovery of Child Support and Other Forms of Family Maintenance, The International Child Support and Family Maintenance (Hague Convention) Act*, and *The Family Law Act* that:

BA-20 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};

### COUNSEL

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

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

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

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

CC-5 {Specify Lawyer/Law Firm} is appointed as the lawyer of record for [specify Party Name] on a limited scope retainer (with respect to claims for {specify claims}/in this proceeding which (includes/excludes) {specify included or excluded steps or duration}) and shall forthwith, should the scope of the retainer change, file with the Court and serve [specify Party Name] the terms of the further retainer;

## **DEFAULT**

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

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

## **SEVERANCE**

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

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

## **AMENDMENT**

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

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

## CONSOLIDATION/JOINED HEARING

CG-1<sup>32</sup> Court of King's Bench Family Division file numbers {specify court file numbers} are consolidated under file number {specify court file number} {specify purpose if directed by the Court};

CG-2<sup>33</sup> The issues (of {specify issues}/blank) in Court of King's Bench file number {specify court file number} shall be (heard together/heard consecutively) with the issues (of {specify issues}/blank) in Court of King'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 to the

---

<sup>32</sup> See *King's Bench Rule* 6. For use where files are consolidated into one file. This may happen where there is more than one Family Division proceeding between the same parties or where files were transferred from one centre to another.

<sup>33</sup> See *King'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.

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 King's Bench court centre and address in full including postal code};

CH-2<sup>34</sup> 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-1<sup>35</sup> 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);

---

<sup>34</sup> This clause is to be used with AB-16 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.

<sup>35</sup> 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-17, AB-18 or AB-19, 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 (Associate Judge/Master) [specify Associate Judge or 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 pleading}<sup>36</sup>) (of {specify Party Name}/blank) (filed on [Date]/blank) (is/are) dismissed;

---

<sup>36</sup> The term "initiating pleading" includes documents such as Petitions for Divorce, Petitions, Answers, Notices of Application, Notices of Motions to Vary. See *King's Bench Rule 70.01* for a non-exhaustive list of initiating pleadings.

CO-2 The (Notice of Motion/{specify initiating pleading}<sup>37</sup>) 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-3<sup>38</sup> 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-4<sup>39</sup> The motion of [specify Party Name] for summary judgment on (all claims in the {specify initiating pleading}/{specify applicable issue(s)}) is (granted/dismissed);

---

<sup>37</sup> See footnote 36.

<sup>38</sup> 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.

<sup>39</sup> When summary judgment is only granted on some issues in a proceeding, this clause must be used with clause CE-1 or CE-2 regarding severance and separate clauses used for those issues where summary judgment granted and dismissed. The Order would then go on to state the substantive order granted pursuant to the applicable legislation (e.g. partition or sale).

CO-5<sup>40</sup> 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 CLAIMS<sup>41</sup>**

CP-1 All other claims in the (Notice of Motion/{specify initiating pleading}<sup>42</sup>) (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 pleading}<sup>43</sup>) (of {specify Party Name}/blank) (filed on [Date]/blank) not addressed in (this Order/the {specify Order} pronounced [Date]) are withdrawn;

---

<sup>40</sup> 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.

<sup>41</sup> Relief to be dismissed must be dismissed under the legislation in which it was pled (i.e. the *Divorce Act*, *The Family Law Act*, etc.). Relief to be withdrawn must be withdrawn under *The Court of King's Bench Act and Rules*.

<sup>42</sup> The term "initiating pleading" includes documents such as Petitions for Divorce, Petitions, Answers, Notices of Application, Notices of Motions to Vary. See *King's Bench Rule 70.01* for a non-exhaustive list of initiating pleadings.

<sup>43</sup> See footnote 42.

## 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 for an (Application for Establishment of a Decision/Application for Modification of a Decision (to be/blank) submitted by [specify Party Name] pursuant to *Hague Convention on the International Recovery of Child Support and Other Forms of Family Maintenance* (for determination by/to proceed before) a competent authority in the Contracting State where [specify Party Name] is believed to habitually reside;

CQ-1.5 on the condition that {specify the condition(s)}:

CQ-1.5.1 {any of CQ-2.1 – CQ-2.14/specify other condition(s) as applicable};

CQ-2<sup>44</sup> This matter is adjourned to {specify date} at {specify time} (in Courtroom 223/in Courtroom/at) {specify courtroom number if appropriate} [specify King's Bench Court Complex and address in full including postal code], {specify "for a show cause hearing to proceed that date", "with or without counsel", "for disposition" and/or other detail if appropriate} on condition that [specify Party Name] shall: {insert and number the appropriate 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 Director, 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 Director, Maintenance Enforcement Program,/[specify Party Name]) by {specify date};

---

<sup>44</sup> This clause is to be used for orders resulting from Maintenance Enforcement Court.

- CQ-2.6 provide proof that (he/she/they) (is/are) in receipt of (Social Assistance benefits/Employment Insurance benefits/disability support benefits/{specify other benefits}) to (the Director, 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 Director, 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 Director, 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 Director, 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 Director, 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 Associate Judge] on [Date] is cancelled;

## **PRESUMPTION OF PARENTAGE**

CV-1<sup>45</sup> [Specify Party Name] being presumed to be the parent of {specify child's name and birthdate};

## **NO RECORDING OF COURT PROCEEDINGS**

CW-1<sup>46</sup> [Specify Party Name] and [specify Party Name] shall not record by any means, or transmit or distribute any recording of any portion of, any court proceedings regarding this matter (blank/, including, but not limited to {specify court proceedings such as triage conference, future case conferences, motions, hearings and trial}) (blank/, or events within the courtroom or the courthouse immediately before or after such proceedings);

## **DISPENSE WITH WRITTEN APPROVAL TO ORDER**

CX-1<sup>47</sup> The written approval to the (form/form and content) of this Order by (blank/counsel for) [specify Party Name] is dispensed with (blank/, consent having been given on the record this day (blank/by [specify Party Name] and {specify Lawyer}));

---

<sup>45</sup> See the presumptions of parentage in subsection 19(2) of *The Family Law Act*.

<sup>46</sup> This order would be made pursuant to *The Court of King's Bench Act and Rules*.

<sup>47</sup> This order would be made pursuant to *The Court of King's Bench Act and Rules*. Counsel may also consider using clause AI-1 to note consent was given on the record.

## D. PROTECTIVE RELIEF

### UNDER *THE FAMILY LAW ACT*<sup>48</sup>

#### 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-1.5<sup>49</sup> 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

---

<sup>48</sup> Orders for this relief made prior to July 1, 2023 are made pursuant to *The Family Maintenance Act* and should be described as such.

<sup>49</sup> See also clause JE-4.

authority to enter upon any lands and premises whatsoever to enforce those terms;

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

### **No Following**

DC-1 [Specify Party Name] shall not follow [specify Party Name] (or/blank) {specify child(ren)'s name(s)/birthdate(s) in his/her/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-1.1<sup>50</sup> except {specify exceptions for approved means and purposes of contact and communication};

### **Other Prohibitions**

DE-1 [Specify Party Name] shall not attend at (or near/or within/blank) {specify distance if appropriate} (of/blank) or enter any place where [specify Party Name] (or/blank) {specify child(ren)'s name(s)/birthdate(s) in his/her/their

---

<sup>50</sup> This exception can be used when a Prevention Order is granted or when a Protection Order is being varied by a Court of King's Bench Judge.

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

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 Clauses<sup>51</sup>**

DE-3 Despite paragraph(s) {specify paragraph(s)} (blank/of the Protection Order granted by [specify Judicial Justice of the Peace] on [Date]), [specify Party Name] may attend, where [specify Party Name] is present at: {insert and number the appropriate DE-3 sub-clause(s)}

---

<sup>51</sup> On an application to set aside a Protection Order a Judge can, subject to certain restrictions, order exceptions to Protection Order clauses. See subsections 7(1), (1.1) and (1.2) and 12(1) of *The Domestic Violence and Stalking Act*.

- DE-3.1 any court proceeding in which [specify Party Name] is a party or an accused person;
- DE-3.2 mediation by court referral or an assessment, investigation or evaluation ordered by a court, in relation to parenting arrangements, custody, contact, access, guardianship or a related family matter;
- DE-3.3 a family arbitration under *The Arbitration Act*;
- DE-3.4 family dispute resolution activities at the premises of the (Family Resolution Service Branch of the Manitoba Department of Justice/{specify other authorized agency, organization or service provider}<sup>52</sup>);
- DE-3.5 supervised parenting time, contact or access at (Winnipeg Children's Access Agency/Brandon Access/Exchange Service/{specify other authorized agency, organization or service provider}<sup>53</sup>)

---

<sup>52</sup> Pursuant to subsection 26.1(1) of the *Domestic Violence and Stalking Regulation* currently only the Family Resolution Service Branch of the Manitoba Department of Justice has been named as an authorized service provider. The regulation may be amended to add additional authorized service providers over time.

<sup>53</sup> Pursuant to subsection 26.1(2) of the *Domestic Violence and Stalking Regulation* currently only the Winnipeg Children's Access Agency and Brandon Access/Exchange Service have been named as authorized service providers. The regulation may be amended to add additional authorized service providers over time.

- DE-3.6 supervised child transfers or exchanges at (Winnipeg Children's Access Agency/Brandon Access/Exchange Service/{specify other authorized agency, organization or service provider}<sup>54</sup>);
- DE-4 While attending a (proceeding/activity/proceeding or activity) pursuant to {specify paragraph(s)}, [specify Party Name] shall: {insert and number the appropriate DE-4 sub-clause(s)};
- DE-4.1 remain at least {specify distance} metres<sup>55</sup> away from [specify Party Name] at all times;
- DE-4.2 refrain from communicating with [specify Party Name], except in the presence and with the approval of the Judge, (Associate Judge) or other officer of the Court in a court proceeding, or of the mediator, assessor, investigator or evaluator;
- DE-4.3 refrain from communicating with [specify Party Name], except in the presence and with the approval of the mediator, assessor, investigator, evaluator or arbitrator;
- DE-4.4 refrain from communicating with [specify Party Name], except in the presence and with the approval of a staff member of the (Family

---

<sup>54</sup> Pursuant to subsection 26.1(3) of the *Domestic Violence and Stalking Regulation* currently only the Winnipeg Children's Access Agency and Brandon Access/Exchange Service have been named as authorized service providers. The regulation may be amended to add additional service providers over time.

<sup>55</sup> Subsection 7(1.1) of *The Domestic Violence and Stalking Act* requires a party to remain at least two metres away from another party, while attending court, mediation, etc. where the other party is present. Pursuant to subsection 7(1.2), a Judge or Associate Judge may make a different order restricting the party's conduct.

Resolution Service Branch of the Manitoba Department of Justice/Winnipeg Children's Access Agency/Brandon Access/Exchange Service/{specify other authorized agency, organization or service provider}<sup>56</sup>);

## **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 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};

---

<sup>56</sup> Pursuant to subsections 26.1(1) – (3) of the *Domestic Violence and Stalking Regulation* currently only these agencies, organizations or service have been named as an authorized service provider. Over time the regulation could be amended to add additional service providers.

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

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

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

and in the event [specify Party Name] does not do so, any peace officer may, for the purpose of seizing the items, enter and search any place where the officer has reason to believe the items are located with such assistance and force as are reasonable in the circumstances;

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

{describe property (generally and specifically)}<sup>57</sup> (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*;

---

<sup>57</sup> Examples of property (generally and specifically): all camera and photography equipment; Honda Accord, Licence #; etc.

## Compensation<sup>58</sup>

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

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

## 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 Associate Judge and furnished by a person authorized under *The Insurance Act* to enter into a contract of guarantee insurance in the sum of {specify amount};

---

<sup>58</sup> Examples of compensation for monetary losses: loss of income, expenses relating to new accommodations, moving, counselling, therapy, medicine and other medical requirements, security measures, legal fees and other costs relating to making an application under this Act.

DI-1.2            give security in the form of a personal bond approved by the Associate Judge 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 Associate Judge, without sureties, in the sum of {specify amount} (without a cash deposit/with a cash deposit of) {specify amount};

### **Driver's Licence Prohibitions**

DJ-1            Any licence or permit issued to [specify Party Name] under *The Highway Traffic Act* is suspended;

DJ-2            [Specify Party Name] is disqualified from (applying for or holding a licence or permit under *The Highway Traffic Act*/operating a motor vehicle);

DJ-3            No licence or permit under *The Highway Traffic Act* shall be issued to or renewed by [specify Party Name];

DJ-4            The provision in the [specify name of Order] pronounced [Date] by [specify Judge] (suspending any licence or permit issued to [specify Party Name] under *The Highway Traffic Act*/disqualifying [specify Party Name] from applying for or holding a licence or permit under *The Highway Traffic Act*/disqualifying [specify Party Name] from operating a motor vehicle) is terminated;

DJ-5 The provision in the [specify name of Order] pronounced [Date] by [specify Judge] prohibiting the issuance or renewal of a licence or permit under *The Highway Traffic Act* to [specify Party Name] is terminated;

### **Publication Bans<sup>59</sup>**

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

---

<sup>59</sup> For use with orders under subsection 21(1) or (1.1) of *The Domestic Violence and Stalking Act*.

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-1<sup>60</sup> [Specify Party Name] and [specify Party Name] shall no longer be bound to cohabit with one another;

### PARENTAGE

EB-1 [Specify Party Name] is granted leave to have tissue or blood samples, or both, taken from [specify Party Name] and {specify child(ren)'s name(s)/birthdate(s)} for the purpose of ({specify facility}/blank) conducting a parentage test and to submit the results in evidence (by {specify date}/blank);

EB-2 The cost of testing for (parentage/paternity/maternity)<sup>61</sup> shall be paid as follows: {specify payment terms};

EB-3<sup>62</sup> [Specify Party Name](, whose name at birth was {specify name}/blank), born {specify birthdate} in {specify the location, province/state and country}, (blank/who is a member of {specify Band name and Treaty Number}) (is/is

---

<sup>60</sup> This clause does not apply to common-law partners. Only married parties have an obligation to cohabit with one another.

<sup>61</sup> Orders under *The Family Maintenance Act* pronounced on or after December 1, 2021 and orders under *The Family Law Act* use the language “parentage”. Orders pronounced prior to December 1, 2021, are to use the language “paternity” and “maternity”.

<sup>62</sup> Declarations of parentage, 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*” for orders pronounced prior to July 1, 2023, and by the heading “THIS COURT DECLARES pursuant to *The Family Law Act*” for orders pronounced after July 1, 2023. Any other orders made under either of these Acts would follow heading BA-2 or BA-3 and be contained in a separate clause.

not) the (parent/father/mother)<sup>63</sup> of {specify child’s name/birthdate/location of birth};

EB-4<sup>64</sup> [Specify Party Name] is the parent of {specify child(ren)’s name(s)/birthdate(s)} solely for the purposes of child support proceedings;

## **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};

---

<sup>63</sup> Orders under *The Family Maintenance Act* pronounced on or after December 1, 2021, and orders under *The Family Law Act* use the language “parent”. Orders pronounced prior to December 1, 2021 are to use the language “mother” and “father”.

<sup>64</sup> This clause should only be used when the Court makes a finding of parentage pursuant to subsection 60(1)(a) of *The Family Law Act*. This provision should be preceded by the heading “THIS COURT FINDS pursuant to *The Family Law Act*”. Any other orders made under that Act would follow heading BA-3 and be contained in a separate paragraph.

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-1<sup>65</sup> The rights that [specify Party Name] may have to (apply for partition or sale/sell or otherwise dispose/dispose) of the family residence shall be postponed subject to the right of occupancy of [specify Party Name] (until/blank){specify date};

### ACCESS TO PROPERTY

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

---

<sup>65</sup> This clause only applies if sole occupancy is granted.

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

FD-2 [Specify Party Name] shall give all of the keys to the property located at  
{specify address in full} that are in (his/her/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/Director, 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 reason}<sup>66</sup>;

## **IMPRISONMENT**

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

GD-1.1 to be served concurrently with the period of imprisonment ordered on this day in proceedings in the Court of King'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

---

<sup>66</sup> 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 Director, 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<sup>67</sup>

### PROHIBITION AGAINST RECALCULATION

HA-1<sup>68</sup> 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-2<sup>69</sup> 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-1<sup>70</sup> (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*;

---

<sup>67</sup> When *The Family Law Act* came into force on July 1, 2023, the requirement to include mandatory clauses when seeking to recalculate certain *Divorce Act* orders was removed. These were previously the “HC” clauses in Version 6 of the Standard Clauses and permitted the Child Support Service to deem income or deem the amount of any special and extraordinary expenses to be \$0 when recalculating a *Divorce Act* order. These provisions are no longer required and have been removed from this version of the Standard Clauses.

<sup>68</sup> 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.

<sup>69</sup> This clause must be used when the court prohibits the Child Support Service from recalculating all or certain special and extraordinary expenses.

<sup>70</sup> 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. Counsel should be aware that sections 35 and 36 of the *Child Support Service Regulation* contain additional restrictions for the recalculation of *Divorce Act* Orders. This clause may also be used in agreements and Family Arbitration Awards.

HB-2<sup>71</sup> The child support ordered in this Order may be recalculated by the Support Determination Officer of the Child Support Service with the imputed income of [specify Party Name] to be determined based on the following formula:  
{insert and number details of formula as HB-2.1 sub-clauses(s)}:

HB-2.1 {specify details of formula};

---

<sup>71</sup> This clause is to be used in conjunction with clause NB-3. Without inclusion of this clause in an order, the Child Support Service can only recalculate orders under the *Divorce Act* when income has been imputed pursuant to subsection 19(1)(b) or (c) of the applicable child support guidelines or orders under *The Family Law Act* when income has been imputed pursuant to subsection 19(1)(b), (c) or (f) of the *Manitoba Child Support Guidelines Regulation*. Pursuant to subsections 18(3) and 35(1) of the *Child Support Service Regulation*, the Child Support Service can recalculate child support when income is imputed based on any other clause of subsection 19(1) of the *Federal Child Support Guidelines* or the *Manitoba Child Support Guidelines Regulation* if it is authorized by the court and a recalculation formula for determination of the parent's income is set out in the order.

## J. PARENTING AND CONTACT

### PARENTING TIME<sup>72</sup>

JA-1 ([Specify Party Name]/[specify additional Party Name]<sup>73</sup>) shall have the majority of parenting time with {specify child(ren)'s name(s)/birthdate(s)};

JA-2 [Specify Party Name] (blank/and [specify Party Name]/ and [specify additional Party Name]<sup>74</sup>) shall have parenting time 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 JA-2.1 sub-clause for each period of parenting time specified}

JA-2.1 {specify periods of parenting time and any conditions};

JA-3 [Specify Party Name] and ([specify Party Name]/[specify additional Party Name]<sup>75</sup>) 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-3.1 sub-clause for each period of parenting time and any condition specified}

---

<sup>72</sup> These clauses apply to orders made under the *Divorce Act* on or after March 1, 2021 and *The Family Law Act* including proceedings commenced pursuant to *The Family Maintenance Act* that were not fully disposed of as of July 1, 2023. For orders made pursuant to *The Family Maintenance Act* prior to July 1, 2023, the appropriate JO and JP clauses should be used. Examples of conditions in parenting orders may include that a party not consume alcohol, cannabis, illicit drugs or other intoxicants for a certain period of time before, and during, their parenting time with the child. They may also include conditions as to transfers, including supervision.

<sup>73</sup> An additional party is one added to the original proceeding, such as a relative seeking parenting time.

<sup>74</sup> See footnote 73.

<sup>75</sup> See footnote 73.

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

## **EXCLUSIVE PARENTING TIME<sup>76</sup>**

JB-1<sup>77</sup> ([Specify Party Name]/[specify additional Party Name]<sup>78</sup>) shall have exclusive parenting time with {specify child(ren)'s name(s)/birthdate(s)};

JB-2 ([Specify Party Name]/and [specify Party Name]/and [specify additional Party Name]<sup>79</sup>) shall not have parenting time with {specify child(ren)'s name(s)/birthdate(s)};

## **CONTACT<sup>80</sup>**

JC-1 [Specify additional Party Name]<sup>81</sup> 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-1.1 sub-clause for each period and type of contact}

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

---

<sup>76</sup> These clauses apply to orders made under the *Divorce Act* on or after March 1, 2021 and *The Family Law Act* including proceedings commenced pursuant to *The Family Maintenance Act* that were not fully disposed of as of July 1, 2023. For orders made pursuant to *The Family Maintenance Act* prior to July 1, 2023, the appropriate JO and JP clauses should be used.

<sup>77</sup> This clause should only be used if the other parent will not have any parenting time ordered. It may be that the order is silent on the other parent's parenting time or clause JB-2 may be used to explicitly state this.

<sup>78</sup> An additional party is one added to the original proceeding, such as a relative seeking parenting time.

<sup>79</sup> See footnote 78.

<sup>80</sup> Examples of conditions in contact orders may include that a party not consume alcohol, cannabis, illicit drugs or other intoxicants for a certain period of time before, and during, their contact with the child. They also may include conditions as to transfers, including supervision.

<sup>81</sup> See footnote 78.

## DECISION-MAKING<sup>82</sup>

JD-1 ([Specify Party Name]/and [specify Party Name]/and [specify additional Party Name]<sup>83</sup>) 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-2 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]<sup>84</sup>) shall have the exclusive responsibility and authority to make the final decision (blank/on the following issue(s) {insert and number a separate JD-2.1 sub-clause for each decision specified});

JD-2.1 {specify each decision category, or part thereof, separately};

JD-3 [Specify Party Name] shall have exclusive responsibility and authority to make all significant decisions respecting {specify child(ren)'s name(s)/birthdate(s)} (blank/including {specify if necessary});

JD-4 ([Specify Party Name]/[specify additional Party Name]<sup>85</sup>) (and [specify Party Name]/blank) shall have exclusive responsibility and authority to make day-to-day decisions affecting {specify child(ren)'s name(s)/birthdate(s)} during

---

<sup>82</sup> Orders respecting decision-making for children may be made under either the *Divorce Act* or *The Family Law Act*. Both Acts define decision-making as the responsibility for making significant decisions about a child's well-being, including respect of health, education, culture language, religion and spirituality and significant extra-curricular activities. Both Acts provide that parties have the right to make day-to-day decisions about a child during their parenting time unless the Court orders otherwise.

<sup>83</sup> An additional party is one added to the original proceeding, such as a relative seeking decision-making authority pursuant to the *Divorce Act*.

<sup>84</sup> See footnote 83.

<sup>85</sup> See footnote 83.

(his own/her own/their own/all) periods of (care and control/parenting time)  
(blank/except {specify if necessary});

## COMMUNICATION<sup>86</sup>

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};

---

<sup>86</sup> Orders respecting communication may be made under either *The Family Law 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-4<sup>87</sup> [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);

---

<sup>87</sup> Where more restrictions on contact and communication are ordered, see clauses DA-1 and DD-1.

## RIGHT TO INFORMATION<sup>88</sup>

- 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)};

## REMOVAL/CHANGE OF RESIDENCE/RELOCATION

- JG-1<sup>89</sup> (([Specify Party Name]/blank)/(and/blank) [specify Party Name]/(and/blank) [specify additional Party Name]<sup>90</sup>) 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

---

<sup>88</sup> Orders respecting the right to information may be made under either *The Family Law Act* or the *Divorce Act*.

<sup>89</sup> 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* or *The Family Law Act*.

<sup>90</sup> 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*.

Name]/(blank/and [specify Party Name])/(blank/or) further order of the court)  
(blank/except for: {specify exceptions};

JG-2<sup>91</sup> (([Specify Party Name]/blank)/(and/blank) [specify Party Name]/(and/blank)  
[specify additional Party Name]) 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-3 [Specify Party Name] shall pay [specify Party Name] an amount toward the  
following expenses to enable [specify Party Name] to exercise parenting  
time with {specify child(ren)'s name(s) and birthdates(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 RESIDENCE<sup>92</sup>**

JH-1 ([Specify Party Name]/[specify additional Party Name]<sup>93</sup>) shall notify {specify  
the other Party or Parties to be notified} in writing of any intended change of

---

<sup>91</sup> 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* or *The Family Law 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.

<sup>92</sup> Orders respecting notice of change of residence may be made under the *Divorce Act* or *The Family Law Act*.

<sup>93</sup> 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*.

(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 regulations<sup>94</sup>/blank);

JH-2 ([Specify Party Name]/[specify additional Party Name]<sup>95</sup>) 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 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};

## **TRAVEL**<sup>96</sup>

JI-1 [Specify Party Name] (may/shall not) travel {specify the allowed or prohibited location}<sup>97</sup> with {specify child(ren)'s name(s)/birthdate(s)} without the (written/blank) consent of [specify Party Name];

---

<sup>94</sup> The *Notice of Relocation Regulations*, SOR/2020-249, to the *Divorce Act*, address the giving and content of certain notices pursuant to the Act. Additionally, Schedule C of The *Family Law Regulation*, M.R. 50/2023, to *The Family Law Act* also provides the prescribed form for change of residence under that Act.

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

<sup>96</sup> Orders respecting travel may be made under either *The Family Law Act* or the *Divorce Act*,

<sup>97</sup> For example: outside of the Province of Manitoba, within 10 kilometres of the City of Winnipeg, outside of Canada.

- JI-2 [Specify Party Name] shall provide [specify Party Name] with an itinerary and contact information for any period of travel (outside of {specify the location}/blank) with {specify child(ren)'s name(s)/birthdate(s)} (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};
- JI-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];
- JI-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 DOCUMENTS<sup>98</sup>

- 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 (blank/{specify number} of days prior to the date travel will commence);
- 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/within {specify number} days after 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)} within {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);

---

<sup>98</sup> Orders respecting travel documents may be made under either *The Family Law Act* or the *Divorce Act*,

JJ-6 If [specify Party Name] or [specify Party Name] requests travel authorization documents for airline travel or border crossing purposes with {specify child(ren)'s name(s)/birthdate(s)}, that party shall provide the completed authorization documents setting out the period of travel and destination(s) to the other party, who shall sign and return the documents to the requesting party within {specify number} 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)/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)/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-3<sup>99</sup> This Court shall not determine an application for a parenting order for {specify child(ren)'s name(s)/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)/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)/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)/birthdate(s)} (from/in) the (province of Manitoba/(province/territory) of {specify province or territory in which the child is being retained}};

---

<sup>99</sup> 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)/birthdate(s)} (is/are) present, is better placed to hear and determine the application;

JL-4<sup>100</sup>        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)/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)/birthdate(s)} (is/are) not present in the Province of Manitoba;

## **LEAVE FOR NON-PARTY TO APPLY FOR ORDER<sup>101</sup>**

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)};

---

<sup>100</sup> 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.

<sup>101</sup> These clauses apply to *Divorce Act* proceedings.

## RELEASE OF ADDRESS INFORMATION<sup>102</sup>

- JN-1            {Specify name of person} shall provide all information in their knowledge of the address and whereabouts of [specify Party Name], the (parent/guardian) of {specify child(ren)'s name(s)/birthdate(s)}, to the Court of King's Bench (Family Division) in the manner directed in this Order, within (21/{specify number of days}) days of being served with this Order;
- JN-2            {Specify name of public body} shall provide all information in their records of the address of [specify Party's Name], the (parent/guardian) of {specify child(ren)'s name(s)/birthdate(s)}, to the Court of King's Bench Registry in the manner directed in this Order, within (21/{specify number of days}) days of being served with this Order;
- JN-3            {Specify name of person or public body} shall provide the information in their (knowledge/records) respecting the address and whereabouts of [specify Party Name] in writing, in a sealed envelope addressed to the {specify position of Court Registry official} of the Court of King's Bench Registry, (Winnipeg/{specify Centre}) Centre, at {specify full address of Court Centre}, with the name and Court file number of this proceeding, {specify name of proceeding and the King's Bench File number}, marked on the envelope;
- JN-4            The {specify position of Court Registry official} of the Court of King's Bench Registry, (Winnipeg/{specify Centre}) Centre, shall forthwith forward any

---

<sup>102</sup> These provisions are for use when a party seeks an order for information for the purpose of enforcing a parenting order pursuant to *The Child Custody Enforcement Act* or for the purpose of making an application for parenting time under *The Family Law Act* or the *Divorce Act*.

(envelope/envelopes) received pursuant to this Order to [name of Judge] for their consideration and direction regarding release of the information to [specify Party Name];

## **JOINT CUSTODY<sup>103</sup>**

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

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

JO-3 [Specify Party Name] (blank/and [specify Party Name]) shall have physical care and control of {specify child(ren)'s name(s)/birthdate(s)} (as the parties may agree/as follows) (and on the following conditions/blank)(;/:) {insert and number a separate JO-3.1 sub-clause for each period of access and condition specified}

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

JO-4<sup>104</sup> [Specify Party Name] and [specify Party Name] shall have (shared/equal) care and control of {specify child(ren)'s name(s)/birthdate(s)} (as the parties may agree/as follows) (blank/and on the following conditions)(;/:) {insert and

---

<sup>103</sup> These clauses apply only to orders made pursuant to *The Family Maintenance Act* prior to July 1, 2023 and the *Divorce Act* prior to March 1, 2021. Examples of conditions in joint custody orders may include that a party not consume alcohol, cannabis, illicit drugs or other intoxicants for a certain period of time before, and during, their periods of time with the child. They also may include conditions as to transfers, including supervision.

<sup>104</sup> In most cases a joint custody provision (clause JO-1) should be used in addition to this clause.

number a separate JO-4.1 sub-clause for each period of care and control and condition specified}

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

## **SOLE CUSTODY/ACCESS<sup>105</sup>**

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

JP-2 ([Specify Party Name]/[specify additional 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 JP-2.1 sub-clause for each period of access and condition specified}

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

JP-3 ([Specify Party Name]/[specify additional 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 JP-3.1 sub-clause for period of access and condition specified}

---

<sup>105</sup> These clauses apply only to orders made pursuant to *The Family Maintenance Act* prior to July 1, 2023, the *Divorce Act* prior to March 1, 2021 and third party access applications under *The Child and Family Services Act* commenced prior to July 1, 2023 that have not been concluded and where the parties have not agreed that the matter will be dealt with under *The Family Law Act*. Examples of conditions in access orders may include that a party not consume alcohol, cannabis, illicit drugs or other intoxicants for a certain period of time before, and during, their periods of access with the child. They also may include conditions as to transfers, including supervision.

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

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

## K. PRIVATE GUARDIANSHIP<sup>106</sup>

KA-1 [Specify Party Name] {and [specify Party Name]} shall have guardianship of the person of {specify child(ren)'s name(s)/birthdate(s)} (until/blank) (further order of the Court/{specify date}<sup>107</sup>/blank);

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

---

<sup>106</sup> Any proceedings commenced pursuant to Part VII of *The Child and Family Services Act* that were not fully disposed of when *The Family Law Act* came into effect on July 1, 2023, are to be dealt with and disposed of under the former provisions of *The Child and Family Services Act* unless the parties have agreed that the proceeding should be determined under *The Family Law Act*. Any proceedings commenced after June 30, 2023, should be dealt with under *The Family Law Act*.

<sup>107</sup> Specify duration of Interim Orders of guardianship.

## L. ALTERNATIVE DISPUTE RESOLUTION PROCESSES

### MEDIATION/CERTAIN DISPUTE RESOLUTION SERVICES

LA-1 [Specify Party Name] and [specify Party Name] are referred to (mediation/comprehensive co-mediation) with a designated mediator, as defined in *The Court of King's Bench Act*, at the Family Resolution Service on the issue(s) of {specify parenting time, decision-making responsibility, contact or other family matter(s)}, who shall advise [specify Party Name] and [specify Party Name], or their counsel, in writing of the terms of any settlement tentatively reached, and advise the Court in writing that the (mediation/comprehensive co-mediation) has been concluded;

LA-2 [Specify Party Name] and [specify Party Name] having agreed to attend (mediation with a private practicing mediator ({, specify name of private practising mediator,}/blank)/{specify other dispute resolution service and provider, if known}) on the issue(s) of {specify parenting time, decision-making responsibility, contact or other family matter(s)} (and {if required, specify details as directed by the Court or consented to by the parties}/blank), and the cost of the (mediation/{specify other dispute resolution service}) shall be paid as follows: {specify payment terms};

## FAMILY REPORTS

- LB-1<sup>108</sup> A family evaluator, as defined in *The Court of King's Bench Act*, shall prepare: {insert and number the appropriate LB-1 sub-clause respecting the nature of the report ordered}
- LB-1.1 such assessment report on {specify parenting time, decision-making responsibility or related family matter} as they determine to be appropriate;
- LB-1.2 a full assessment report on {specify parenting time, decision-making responsibility or related family matter};
- LB-1.3 a focused assessment report with respect to the (issue/issues) of {specify the issues directed by the Court, such as education, religion, parenting time, specific areas of decision-making responsibility, mobility or other specific family matters};
- LB-1.4 a brief consultation report with respect to [specify child(ren)'s name(s)/birthdate(s)] on the issues of {specify the issues directed by the Court, such as parenting time, specific areas of decision-making responsibility, mobility or other specific family matter};

---

<sup>108</sup> An Order with clause LB-1 ordering an assessment report by the Family Resolution Service must include the appropriate LB-1 sub-clause, as well as clauses LB-2, LB-3, and clause VA-2 requiring service on the Family Resolution Service.

taking the requirements of *King's Bench Rule* 70.17(1) into account, and provide the report to this Court with their findings and recommendations forthwith upon its completion;

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;

LB-3 [Specify Party Name] and [specify Party Name] shall each complete the Family Resolution Service assessment information forms and return the completed forms to the Family Resolution Service, 2<sup>nd</sup> Floor – 379 Broadway, Winnipeg, Manitoba R3C 0T9, within (20 days of pronouncement of this Order/20 days of the signing of this Order/{specify time period});

LB-4<sup>109</sup> {Specify name of assessor}, (a/an) (social worker/{specify profession}), (having agreed to do so,/blank) shall prepare (a/an) {specify type of assessment} assessment report, (provided {specify name of assessor} will undertake it/blank) (, respecting {specify issues to be addressed in the assessment report}/blank), taking the requirements of *King's Bench Rule* 70.17(1) into account, and file the report in this Court with their findings and

---

<sup>109</sup> An order with clause LB-4 appointing a private assessor must include clauses LB-5 and LB-6, and clause VA-2 requiring service on the assessor.

recommendations forthwith upon its completion, with a request that it be placed on the “B” file;

LB-5 [Specify Party Name] and [specify Party Name] shall cooperate fully in the preparation of the {specify type of assessment} assessment report by {specify name of assessor}, 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-6 The cost of the assessment report shall be paid as follows: {specify payment terms};

## **FAMILY ARBITRATION<sup>110</sup>**

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-3<sup>111</sup> The application of [specify Party Name] to rescind the Family Arbitration Agreement dated {specify date} is (granted/dismissed);

---

<sup>110</sup> 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 58 of *The Family Support Enforcement Act* for possible wording.

<sup>111</sup> For use in orders under subsection 5(3) of *The Arbitration Act*

LC-4<sup>112</sup> 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);

LC-5<sup>113</sup> The (blank/following terms of the) (Family Arbitration Agreement dated {specify date}/Family Arbitration Award made {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-6<sup>114</sup> 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-7<sup>115</sup> 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

---

<sup>112</sup> For use in orders under subsections 5.1(1) and (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.

<sup>113</sup> 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.

<sup>114</sup> For use in orders made under subsection 5.1(4) of *The Arbitration Act* when the Court declines to set aside.

<sup>115</sup> For use in orders made under section 7 of *The Arbitration Act* in which pleadings or issues are stayed pending arbitration.

following (claim is/claims are) stayed until {specify date or event}):(insert and number a separate LC-7.1 sub-clause for each claim stayed}

LC-7.1 {specify each stayed claim};

LC-8<sup>116</sup> [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-9<sup>117</sup> 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};

---

<sup>116</sup> 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.

<sup>117</sup> For use when an order under subsection 8(2) of *The Arbitration Act* includes a determination of a question of law.

- LC-10<sup>118</sup> 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;
- 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-11<sup>119</sup> {Specify name of arbitrator(s)} (is/are) appointed for the (Family Arbitration Agreement(s)/Arbitration Agreement(s)) dated {specify date};
- LC-12<sup>120</sup> 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-13<sup>121</sup> The application of [specify Party Name] to remove [specify name(s) of arbitrator(s)] as (the arbitral tribunal/an arbitrator) for the arbitration(s)

---

<sup>118</sup> 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.

<sup>119</sup> For use when an order under subsections 8(5), 10(1) or (3) addresses the appointment of arbitrator(s) or an arbitral tribunal.

<sup>120</sup> For use when an order under subsection 15(1) of *The Arbitration Act* dismisses an application for the removal of arbitrators.

<sup>121</sup> For use when an order under subsection 15(3) of *The Arbitration Act* addresses removal of arbitrator(s) and the conduct of the arbitration.

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)}

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-14<sup>122</sup> The mandate of {specify name of arbitrator(s)} for the arbitrations(s) pursuant to the (Family Arbitration Agreement(s)/Arbitration Agreement(s)) dated {specify date(s)} having terminated, the application of {specify Party Name} to appoint (a/blank) substitute arbitrator(s) is (dismissed/granted) (and the arbitration shall be conducted as follows)(;/:) {insert and number the appropriate LC-14 sub-clause(s)}

LC-14.1 [specify name(s)] (is/are) appointed as the (arbitrator(s)/arbitral tribunal) for (this/these) arbitration(s);

LC-14.2 {insert any other directions as to conduct of arbitration};

LC-15 The (arbitral tribunal/arbitrator) is directed to amend the following term(s) of the Family Arbitration Award made {specify date} which read(s) as follows:

---

<sup>122</sup> Where a substitute arbitrator is being appointed this clause shall be accompanied by clause LC-11.

{repeat/list each term to be amended with the number and wording exactly}

by (deleting/replacing) the term(s) with:

{specify amendments to be made to correct the Family Arbitration Award};

LC-16<sup>123</sup> 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 LC-16.1 sub-clause for each determination}

LC-16.1 {specify each determination};

LC-17 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-18 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 {specify date} is (dismissed/granted and the arbitral tribunal shall provide an explanation of the (blank/following issues in

---

<sup>123</sup> For use with respect to determination of objections under subsection 17(9) of *The Arbitration Act*.

the) (Family Arbitration Award/Arbitration Award): {insert and number a separate LC-18.1 sub-clause for issue and condition}

LC-18.1            {specify each issue(s) and any conditions, which may include a date by which the explanation is to be provided};

LC-19            Leave (is not/is) granted to [specify Party Name] to appeal the (Family Arbitration Award/Arbitration Award) made {specify date} (blank/on the following question(s) of (law/mixed fact and law): {insert and number a separate LC-19.1 sub-clause for each question}

LC-19.1            {specify each question}

LC-20<sup>124</sup>        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-21            The (blank/following terms of the) (Family Arbitration Award/Arbitration Award) made {specify date} (is/are) confirmed(;/:) {insert and number a separate LC-21.1 sub-clause for each term confirmed}

LC-21.1            {specify each term confirmed}

LC-22            The (Family Arbitration Award/Arbitration Award) made {specify date} is set aside (blank/and {specify name(s) of arbitrator(s)}) (is/are) removed as (the arbitrator(s)/an arbitral tribunal) (;/and the arbitration shall be conducted as

---

<sup>124</sup> If a Family Arbitration Award or Arbitration Award is being varied following an appeal, use clauses TD-1 and TD-2 with necessary modifications.

follows:) {insert and number a separate LC-22 sub-clause for each term confirmed}

LC-22.1 [specify name(s)] (is/are) appointed as the (arbitrator(s)/arbitral tribunal) for (this/these) arbitration(s);

LC-22.2 {insert any other directions as to conduct of arbitration};

LC-23 The application of [specify Party Name] to set aside the (Family Arbitration Award/Arbitration Award) made {specify date} is dismissed and the arbitration is remitted back to the (the arbitrator/arbitral tribunal) and the arbitration shall be conducted as follows: {insert and number a separate LC-23 sub-clause for each term confirmed}

LC-23.1 [specify name(s)] (is/are) appointed as the (arbitrator(s)/arbitral tribunal) for (this/these) arbitration(s);

LC-23.2 {insert any other directions as to conduct of arbitration};

LC-24 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 LC-24.1 sub-clause for each direction}

LC-24.1 {specify each direction as to the conduct of the arbitration};

LC-25 The arbitration (blank/of {describe subject matter}) pursuant to the (Family Arbitration Agreement(s)/Arbitration Agreement(s) dated {specify date(s)}) (blank/and the Agreement) is invalid (blank/and the arbitration shall not be (continued/commenced));

LC-26 The enforcement of the (Family Arbitration Agreement(s)/Arbitration Agreement(s)) dated {specify date(s)} is stayed (blank/until {specify date}) {insert and number a separate LC-26 sub-clause for each condition or direction}

LC-26.1 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-26.2 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-26.3 {specify other conditions or directions};

LC-27 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 {specify date} is; {insert and number the appropriate LC-27 sub-clause}

LC-27.1 confirmed;

LC-27.2 set aside;

LC-27.3 varied as follows: {insert appropriate UA clause(s) for costs or specify amount of arbitrator's allowed fees and expenses};

LC-27.4 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 *King'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 income}<sup>125</sup>) 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 documents}<sup>126</sup>)

---

<sup>125</sup> Clause 21(1)(h) of the *Manitoba Child Support Guidelines Regulation* refers to income from social assistance, pensions, etc.

<sup>126</sup> For use where a party files income tax returns outside of Canada.

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-3.1<sup>127</sup> {specify each piece of information};

---

<sup>127</sup> 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<sup>128</sup>

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

NA-1.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>129</sup>

NA-1.2 in semi-monthly installments on the {specify days of the month} of each month commencing {specify month, day, year}<sup>130</sup> in (the amount of {specify installment amount(s)}<sup>131</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>132</sup>)

NA-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount}<sup>133</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>134</sup>)

---

<sup>128</sup> For the purposes of spousal support ordered pursuant to *The Family Law Act*, section 63 expands the definition of “spouse” to include common-law partners.

<sup>129</sup> The date of the first payment and the commencement date must match.

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

<sup>131</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>132</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

<sup>133</sup> See footnote 131.

<sup>134</sup> See footnote 132.

(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<sup>135</sup> The (current/{specify year}) annual income of [specify Party Name] is imputed by the Court to be {specify amount} pursuant to clause {specify

---

<sup>135</sup> If income has been imputed in a manner other than pursuant to subsections 19(1)(b) or (c) of the *Federal Child Support Guidelines* or subsections 19(1)(b),(c) or (f) of the *Manitoba Child Support Guidelines Regulation* and the parties wish to have the Child Support Service recalculate the support obligation, clause HB-2 should also be included in the order.

clause} of the (*Manitoba Child Support Guidelines Regulation/Federal Child Support Guidelines*);

## Pay Table Amount

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

NC-1.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>136</sup>

NC-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>137</sup> in (the amount of {specify installment amount(s)}<sup>138</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>139</sup>)

NC-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)}<sup>140</sup>/an amount

---

<sup>136</sup> The date of the first payment and the commencement date must match.

<sup>137</sup> See footnote 136.

<sup>138</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>139</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

<sup>140</sup> See footnote 138.

to be calculated by the Director, Maintenance Enforcement Program,  
based on the monthly sum and the frequency of installments<sup>141</sup>)

(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-1.1<sup>142</sup> {specify amount} (per month/blank) (pursuant to clause  
7(1)(a/b/c/d/e/f) of the *Manitoba Child Support Guidelines  
Regulation*/blank) for {specify expense detail} for {specify child(ren)'s  
names(s)/birthdate(s)} payable: {insert and number the appropriate  
ND-1.1 sub-clause}

ND-1.1.1 on the {specify day of the month} commencing {specify month,  
day, year}<sup>143</sup>

ND-1.1.2 in semi-monthly installments on the {specify dates of the month} of  
each month commencing {specify month, day, year}<sup>144</sup> in (the

---

<sup>141</sup> See footnote 139.

<sup>142</sup> For use where a dollar amount is specified. Orders for special and extraordinary expenses must specify the appropriate clause under subsection 7(1) of the *Manitoba Child Support Guidelines Regulation*. Where there is more than one expense, this clause can be used multiple times.

<sup>143</sup> The date of the first payment and the commencement date must match.

<sup>144</sup> See footnote 143.

amount of {specify installment amount(s)}<sup>145</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>146</sup>)

ND-1.1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)}<sup>147</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>148</sup>)

ND-1.1.4 as follows {specify payment details}

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

ND-1.2<sup>149</sup> {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};

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

---

<sup>145</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>146</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

<sup>147</sup> See footnote 145.

<sup>148</sup> See footnote 146.

<sup>149</sup> For use where a percentage is specified. Parties may choose to indicate the percentage of the cost each will pay for a special and extraordinary expense instead of a dollar amount. If a specific dollar amount is not set out, the payments will not be enforceable by the Maintenance Enforcement Program or be eligible for recalculation by the Child Support Service.

child(ren)'s names/birthdate(s)), (proportionate to their incomes/{specify percentage}/equally) (blank;/{specify expense to be shared});

ND-3<sup>150</sup> [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-4<sup>151</sup> [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 of living of the household of [specify Party Name] if [specify Party Name] is required to pay the amount otherwise due under the (*Manitoba Child*

---

<sup>150</sup> For use with Clause ND-2.

<sup>151</sup> See footnote 150.

*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 (*Manitoba Child Support Guidelines Regulation/Federal Child Support Guidelines*) would be inequitable;

NE-3 Applying the (*Manitoba 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 Support<sup>152</sup>**

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

---

<sup>152</sup> A clause must be included to specify why a non-Table amount is used. Examples include: children over the age of 18 pursuant to clause 3(2)(b) of the *Manitoba Child Support Guidelines Regulation*, special provisions orders, consent orders, person standing in the place of a parent, undue hardship, payor with income over \$150,000.

- NF-1.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>153</sup>
- NF-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>154</sup> in (the amount of {specify installment amount(s)}<sup>155</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>156</sup>)
- NF-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)}<sup>157</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>158</sup>)
- (and continuing until (further order of the Court/{specify date or event}<sup>159</sup>)/blank);
- NF-2 [Specify Party Name] shall pay [specify Party Name] no support for {specify child(ren)'s name(s)/birthdate(s)};
- 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)};

---

<sup>153</sup> The date of the first payment and the commencement date must match.

<sup>154</sup> See footnote 153.

<sup>155</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>156</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

<sup>157</sup> See footnote 155.

<sup>158</sup> See footnote 156.

<sup>159</sup> In the event support is to resume at the Table amount, refer to the NC clauses.

## Split Parenting Time<sup>160</sup>

NG-1 [Specify Party Name] having (the majority of/exclusive/blank) parenting time with {specify child(ren)'s name(s)/birthdate(s)} and [specify Party Name] having (the majority of/exclusive/blank) parenting time with {specify child(ren)'s name(s)/birthdate(s)}, [specify Party Name] shall pay support to [specify Party Name] in the amount of {specify calculated amount} per month, which sum is the difference between the amount of {specify Table amount} that [specify Party Name] would otherwise pay to [specify Party Name], pursuant to the {specify province or territory} Table of the Child Support Guidelines, and the amount of {specify Table amount} that [specify Party Name] would otherwise pay to [specify Party Name], pursuant to the {specify province or territory} Table of the *Child Support Guidelines*, payable: {insert and number the appropriate NG-1 sub-clause(s)}

NG-1.1 on the {specify day of the month} of each month commencing {specify month, day, year}<sup>161</sup>

NG-1.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>162</sup> in (the amount of {specify installment amount(s)}<sup>163</sup>/an amount to be calculated by the

---

<sup>160</sup> In the event of an order made prior to July 1, 2023, under provincial legislation, use the appropriate terminology for the parenting arrangements. Eligibility for certain income tax deductions and benefits can be complex, but this clause is consistent with the split parenting time sections of the *Manitoba Child Support Guidelines Regulation* and the *Federal Child Support Guidelines*.

<sup>161</sup> The date of the first payment and the commencement date must match.

<sup>162</sup> See footnote 161.

<sup>163</sup> The dollar figures for the installment periods must total the monthly support sum.

Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>164</sup>)

NG-1.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)}<sup>165</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>166</sup>)

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

### **Shared Parenting Time**<sup>167</sup>

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

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

---

<sup>164</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

<sup>165</sup> See footnote 163.

<sup>166</sup> See footnote 164.

<sup>167</sup> In the event of an order made prior to July 1, 2023, under provincial legislation, use the appropriate terminology for the parenting arrangements. Eligibility for certain income tax deductions and benefits can be complex in shared parenting time/shared custody situations. Depending on the order made or agreed to, it may include separate clauses for each parent's child support payment obligation to the other. See also clause PA-2 re: maintenance enforcement.

NH-1.2 [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}<sup>168</sup>

NH-1.2.2 in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>169</sup> in (the amount of {specify installment amount(s)}<sup>170</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>171</sup>)

NH-1.2.3 in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount(s)}<sup>172</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>173</sup>)

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

---

<sup>168</sup> The date of the first payment and the commencement date must match.

<sup>169</sup> See footnote 168.

<sup>170</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>171</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

<sup>172</sup> See footnote 170.

<sup>173</sup> See footnote 171.

## 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;
- 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 Support<sup>174</sup>**

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

NL-2<sup>175</sup> The obligation of [specify Party Name] to pay support for {specify child(ren)'s name(s)/birthdate(s)} (is/shall be) terminated effective (immediately/{specify date});

---

<sup>174</sup> Parties may need to also address any overpayment or arrears of support.

<sup>175</sup> If an individual has an obligation to pay support for more than one child the order must include a provision dealing with support for any remaining dependent children.

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-1<sup>176</sup> [Specify Party Name] shall pay [specify Party Name] a compensatory payment in the sum of {specify total amount} payable in the following manner {insert and number the appropriate NM-1 sub-clause(s)}:

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

NM-1.2<sup>177</sup> in monthly installments of {specify amount} on the {specify day} of each month commencing {specify date} until paid in full;

NM-1.3<sup>178</sup> in semi-monthly installments of {specify amount} on the {specify days} of each month commencing {specify date} until paid in full;

NM-1.4<sup>179</sup> {specify other payment schedule};

---

<sup>176</sup> For use only with a compensatory order pursuant to subsection 77(2) of *The Family Law Act*.

<sup>177</sup> To allow for enforcement by the Maintenance Enforcement Program, installment payments must divide evenly into the total amount of compensatory payment ordered, with no remainder, or must otherwise add up to the total amount of the compensatory payment.

<sup>178</sup> See footnote 177.

<sup>179</sup> See footnote 177.

## O. CERTAIN INTER-JURISDICTIONAL SUPPORT HEARINGS

### – DIVORCE ACT AND ISO ACT

#### ***Divorce Act Confirmation and Provisional Orders Granted Before March 1, 2021***<sup>180</sup>

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};

---

<sup>180</sup> 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;

## PARENTAGE FOR SUPPORT PROCEEDINGS

OD-1<sup>181</sup> [Specify Party Name] (is/is not) the parent of {specify child(ren)'s name(s)/birthdate(s)} for the purposes of support proceedings;

---

<sup>181</sup> This clause should only be used for determinations of parentage pursuant to *The Inter-jurisdictional Support Orders Act*. This determination of parentage provision should be preceded by the heading "THIS COURT DETERMINES pursuant to *The Inter-jurisdictional Support Orders Act* that". Any other orders made under that Act would follow heading BA-5 and be contained in a separate paragraph.

## P. PAY THROUGH THE MAINTENANCE ENFORCEMENT

### PROGRAM<sup>182</sup>

#### 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 Director, Maintenance Enforcement Program, Canada Building, 100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8;

PA-2<sup>183</sup> Solely for the purpose of enforcement by the Director, 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

---

<sup>182</sup> For orders pronounced on or after July 1, 2023, the relief in these clauses should be ordered pursuant to *The Family Support Enforcement Act*. For orders that were pronounced prior to July 1, 2023, the relief in these clauses should be ordered pursuant to *The Family Maintenance Act*.

<sup>183</sup> This clause may be used in 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.

sent to the Director, Maintenance Enforcement Program, Canada Building,  
100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8;

- 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 Director, Maintenance Enforcement Program;
- PA-4 Support for {specify child(ren)'s name(s)/birthdate(s)} shall continue to be enforced by the Director, 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 Director, 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 Director, 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/REDUCING/CANCELLING ARREARS, PENALTIES AND/OR FEES BY A JUDGE

QA-1<sup>184</sup> The total arrears of support pursuant to the ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the (agreement dated {specify date}/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-2<sup>185</sup> The arrears of support pursuant to the ([specify name of Order] pronounced [Date] by [specify Judge]) (to {specify month, day, year}/blank) (owing to ([specify Party Name]/{specify Agency}/{specify name})/blank) which have accrued subsequent to the ([specify name of Order] pronounced [Date] by [specify Judge]/support provisions of the (agreement dated {specify date}/Family Arbitration Award made [Date])/(Child Support Calculation Decision/Child Support Recalculation Decision) made {specify date} by

---

<sup>184</sup> When some or all of the arrears of support being set or cancelled have been assigned to the Director of Assistance, Director of Disability Support or someone other than the support recipient, this clause should specify to whom the arrears are or were owing. This amount should not include penalties or fees assessed by the Director, Maintenance Enforcement Program. In order to set, reduce or cancel penalties or fees, clauses QA-4 or QA-5 must be used as appropriate.

<sup>185</sup> 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 Director, 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};

QA-5 The fees assessed by and owed to the Director, Maintenance Enforcement Program 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 ASSOCIATE JUDGE**

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}<sup>186</sup> until the arrears are paid in full or varied by the Court;

QC-1.2           by payments of {specify total amount} per month in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>187</sup> in (the amount of {specify installment amount}<sup>188</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>189</sup>) until the arrears are paid in full or varied by the Court;

QC-1.3           by payments of {specify total amount} per month in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of

---

<sup>186</sup> The date of the first payment and the commencement date must match.

<sup>187</sup> See footnote 186.

<sup>188</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>189</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

{specify installment amount}<sup>190</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>191</sup>) until the arrears are paid in full or varied by the Court;

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

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 Director, 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};

---

<sup>190</sup> See footnote 188.

<sup>191</sup> See footnote 189.

## PAYMENT ON ARREARS SET BY ASSOCIATE JUDGE

- QD-1            The arrears of support set in this Order shall be paid to {specify name or Agency} as follows: {insert and number the appropriate QD-1 sub-clause(s)}
- QD-1.1            by payments of {specify total amount} per month on the {specify day of the month} commencing {specify month, day, year}<sup>192</sup> until the arrears are paid in full or varied by the Court;
- QD-1.2            by payments of {specify total amount} per month in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>193</sup> in (the amount of {specify installment amount}<sup>194</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly sum and the frequency of installments<sup>195</sup>) until the arrears are paid in full or varied by the Court;
- QD-1.3            by payments of {specify total amount} per month in (weekly/bi-weekly) installments commencing {specify month, day, year} in (the amount of {specify installment amount}<sup>196</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly

---

<sup>192</sup> The date of the first payment and the commencement date must match.

<sup>193</sup> See footnote 192.

<sup>194</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>195</sup> For use only with orders which are registered with the Maintenance Enforcement Program.

<sup>196</sup> See footnote 194.

sum and the frequency of installments<sup>197</sup>) until the arrears are paid in full or varied by the Court;

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

QD-1.5 by filing (his/her/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 Director, 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 Director, 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};

---

<sup>197</sup> See footnote 195.

## SUSPENSION OF ENFORCEMENT OF SUPPORT AND/OR ARREARS<sup>198</sup>

QE-1<sup>199</sup> Enforcement by the Director, 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 (23(4)/23(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)}<sup>200</sup>

QE-2<sup>201</sup> Enforcement by the Director, 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

---

<sup>198</sup> This relief is granted pursuant to sections 23 and 24 of *The Family Support Enforcement Act*.

<sup>199</sup> This clause is to be used for a first or second suspension which is granted pursuant to subsection 23(4) (first suspension) or subsection 23(6) (second suspension) of *The Family Support Enforcement 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.

<sup>200</sup> If the suspension is conditional and the support payor does not comply with any condition, the suspension will terminate as of the date on which the support payor fails to comply.

<sup>201</sup> This clause is to be used for a third suspension which is granted pursuant to subsection 23(8) of *The Family Support Enforcement 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.

[specify Support Determination Officer]) is suspended pursuant to subsection 23(8) (until/blank) {specify date if applicable} (blank/subject to the following conditions(;/:)) {insert and number the appropriate QE-2 sub-clause(s)}<sup>202</sup>

QE-2.1 by payments of {specify total amount} per month on the {specify day of the month} commencing {specify month, day, year}<sup>203</sup> until the arrears are paid in full or varied by the Court;

QE-2.2 by payments of {specify total amount} per month in semi-monthly installments on the {specify dates of the month} of each month commencing {specify month, day, year}<sup>204</sup> in (the amount of {specify installment amount}<sup>205</sup>/an amount to be calculated by the Director, 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 amount}<sup>206</sup>/an amount to be calculated by the Director, Maintenance Enforcement Program, based on the monthly

---

<sup>202</sup> See footnote 200.

<sup>203</sup> The date of the first payment and the commencement date must match.

<sup>204</sup> See footnote 203.

<sup>205</sup> The dollar figures for the installment periods must total the monthly support sum.

<sup>206</sup> See footnote 204.

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

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

QE-2.5 by filing (his/her/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 Director, 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-3<sup>207</sup> The following enforcement action(s) taken by the Director, Maintenance Enforcement Program, (is/are) also suspended, for the same period and on the same conditions as set out above: {insert and number the appropriate QE-3 sub-clause(s)}

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

---

<sup>207</sup> For use in addition to clause QE-1 or QE-2. See subsections 24(1) and (3) of *The Family Support Enforcement 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-3.2 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 lien in the Personal Property Registry;
- QE-3.5<sup>208</sup> any federal support deduction notice or federal garnishing order issued pursuant to the *Family Orders and Agreements Enforcement Assistance Act* {except for the attachment of the (income tax refunds and GST credits and/or Canada Pension Plan payments and/or Employment Insurance payments and/or Old Age Security payments) to which [specify Party Name] is or becomes entitled};
- QE-3.6 any restriction with respect to the (passport/specify other federal licence) of [specify Party Name] issued pursuant to the *Family Orders and Agreements Enforcement Assistance Act*;
- QE-3.7<sup>209</sup> any support deduction notice or garnishing order with respect to (wages earned by/the federally-regulated pension of) [specify Party Name] issued pursuant to the *Garnishment, Attachment and Pension Diversion Act*;

---

<sup>208</sup> Restrictions can be placed on federal garnishing orders to attach only certain categories of common federal payments: CRA (please note that there is no ability for the MEP to restrict collection to only income tax returns or GST), Employment Insurance payments, Canada Pension Plan and Old Age Security payments. One or more of these categories may be specified as an exemption to the general suspension of a federal garnishing order.

<sup>209</sup> For use when the support payor receives wages or payments from a federal employer or federally-regulated pension and those wages or payments are being garnished.

- QE-3.9 enforcement of the payment of fees charged by the Director, Maintenance Enforcement Program;
- QE-4 <sup>210</sup> The following enforcement action(s) taken by the Director, Maintenance Enforcement Program, (is/are) suspended pursuant to subsection (23(4)/23(6)/23(8))<sup>211</sup> (until/blank) ({specify date})/6 months from the date of pronouncement of this Order/blank) (on condition that {specify conditions})/blank): {insert and number the appropriate QE-4 sub-clause(s)}
- 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 (an Associate Judge/a Judge);
- QE-4.6 release of the proceeds collected pursuant to the garnishing order issued under section 14.1 of *The Garnishment Act*;

---

<sup>210</sup> For use where the intent is to suspend one or more specific enforcement actions.

<sup>211</sup> See footnotes 199 (clause QE-1) and 201 (clause QE-2) to determine which subsection is applicable.

QE-4.7 {specify any other enforcement action applicable, including QE-3.1 through QE-3.9};

## **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 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 Director, 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-1<sup>212</sup> The property located at {specify street address in full} and legally described as:

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

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

RA-1.1 {specify each term and condition};

RA-2<sup>213</sup> [Specify Party Name] shall transfer to [specify Party Name] {specify type of tenancy, if appropriate} the property legally described as:

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

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

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

RA-3.1 Release of Homestead Rights;

---

<sup>212</sup> Conditions might include: who has conduct of the sale, how proceeds will be disposed of, deductions from proceeds, that a party vacate by a certain date, etc.

<sup>213</sup> If an encumbrance is an exception, refer to it by registration number.

RA-3.2 Release of Insurance Interest;

RA-3.3 Discharge {specify};

RA-3.4 {specify other};

RA-4<sup>214</sup> Title to 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 ASSOCIATE JUDGE (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}

---

<sup>214</sup> See footnote 213.

shall be sold;

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

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

RB-4 An Associate Judge 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 to the subject property shall vest in the name of the purchaser named in the Associate Judge's Report and Order on Sale;

## **HOMESTEAD RIGHTS**

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

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

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

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

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

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

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

is dispensed with;

RC-4<sup>215</sup> The homestead notice registered by [specify Party Name] as registration number {specify number} in the {specify district} Land Titles Office claiming an interest in the property legally described on Title Number {specify Title Number} as:

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

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

## **PENDING LITIGATION ORDERS**

RD-1<sup>216</sup> In this proceeding, an interest in the following land is in question:

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

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

---

<sup>215</sup> An order with RC-4 should include the applicable RC-1, RC-2 or RC-3 clause.

<sup>216</sup> For use when a pending litigation order is granted. Such an order is interim declaratory relief pursuant to section 58 of *The Court of King's Bench Act*. See also *King'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 is discharged from the title to 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;

## **DISCHARGE OR POSTPONEMENT OF SUPPORT OR OTHER FAMILY ORDERS**

RE-1<sup>217</sup>     The [specify name of Order] pronounced by [specify Judge] on [Date] and registered as number {specify number} against the land described in certificate {insert the title number} as:

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

in the {specify location} Land Titles Office is discharged;

RE-2<sup>218</sup>     The [specify name of Order] pronounced by [specify Judge] on [Date] and registered as number {specify number} against the land described in certificate {insert the title number} as:

---

<sup>217</sup> For use when an order is required to discharge a support or other family order as a registration against a land title. See *The Judgments Act* section 21. An order with RE-1 should also include clause RE-3.

<sup>218</sup> For use when an order is required to postpone the priority of a support or other family order as a registration against a land title. See *The Judgments Act* section 21. An order with RE-2 should also include clause RE-3.

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

is postponed to {specify details of instrument being registered} to allow its registration in priority over the [specify name of Order];

RE-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};

## REFERENCE TO ASSOCIATE JUDGE (PROPERTY ACCOUNTING/VALUATION)

SB-1 There shall be a reference to the Associate Judge 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 cohabitation commenced is {specify date}<sup>219</sup> and the date of closing and valuation is ({specify date}/to be determined by an Associate Judge at the reference);

SB-3 [Specify Party Name] shall have carriage of the reference and shall be the initiating party;

SB-4 The initiating party, [specify Party Name], shall:

SB-4.1<sup>220</sup> prepare the reference order and submit it for signing by \_\_\_\_\_ {specify date within 15 days of the reference order being granted};

SB-4.2 file a Notice of Motion to initiate the reference, returnable before an Associate Judge on the Associate Judge's uncontested list on

---

<sup>219</sup> The date of cohabitation for married couples may be different than the date of marriage.

<sup>220</sup> To ensure compliance with Rule 70.25(4.1), clause SB-4.1 should be included in a reference order pronounced by a Judge in Court on a specific date that will be submitted for signing thereafter. Clause SB-4.1 should not be included in those limited situations when a reference order has not yet been pronounced but is submitted by consent as a desktop matter for a Judge to consider and sign in Chambers, given the order will have been submitted for signing.

\_\_\_\_\_ {specify date and time within 45 days of the reference order being granted};

SB-4.3 serve the Notice of Motion to initiate the reference on the other party at least 25 days before the motion is returnable before the Associate Judge;

SB-4.4 file, and serve the other party with, (his/her/their) Summary of Assets and Liabilities (Form 70U) at least 25 days before the motion to initiate the reference is returnable before the Associate Judge;

SB-4.5 serve the other party with any relevant supporting documentation that substantiates the values in (his/her/their) Summary of Assets and Liabilities (Form 70U) at least 25 days before the motion to initiate the reference is returnable before the Associate Judge;

SB-5 The responding party, [specify Party Name], shall:

SB-5.1 file, and serve the initiating party with, (his/her/their) Summary of Assets and Liabilities (Form 70U) and (his/her/their) response to the initiating party's Summary of Assets and Liabilities within 10 days of being served with the initiating party's Summary of Assets and Liabilities;

SB-5.2 serve the initiating party with any relevant supporting documentation that substantiates the values in (his/her/their) Summary of Assets and

Liabilities (Form 70U) within 10 days of being served with the initiating party's Summary of Assets and Liabilities;

SB-6 The initiating party, [specify Party Name], shall file, and serve the responding party with, (his/her/their) response to the responding party's Summary of Assets and Liabilities (Form 70U) no later than 2:00 p.m. on the day before it is returnable before the Associate Judge;

SB-7 An Associate Judge 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-8 An Associate Judge 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-8.1 sub-clause for each asset or liability and issue to be determined}

SB-8.1 {list each asset or liability and issue to be determined};

SB-9 An Associate Judge 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-9.1 sub-clause for each asset or liability and issue to be determined}

SB-9.1 {list each asset or liability and issue to be determined};

SB-10 An Associate Judge 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-10.1 sub-clause for each asset or liability}

SB-10.1 {list each asset or liability};

SB-11 An Associate Judge 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-11.1 sub-clause for each asset or liability}

SB-11.1 {list each asset or liability};

## **DIVISION AND ACCOUNTING<sup>221</sup>**

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]:

---

<sup>221</sup> An order addressing *Family Property Act* claims must include provisions regarding assets and responsibility for debts. See sub-clause SC-1.5 regarding debts.

- 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};

### **Interest on Equalization Payments**

- 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);

## Responsibility for Debts

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};

## Division - Provincially-Regulated Pension

SC-1.6<sup>222</sup> the pension of [specify Party Name] (with {specify Pension Plan}/in connection with (his/her/their) employment with {specify employer}) shall be shared between the parties (blank/by transferring {specify percentage up to 50%}% of the pension to [specify Party Name]<sup>223</sup> pursuant to the provisions of (*The Pension Benefits Act/The Pooled Registered Pension Plans (Manitoba) Act*), 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, whichever is earlier}, date of commencement of

---

<sup>222</sup> This relief is ordered pursuant to *The Family Property Act*, unless rights to a provincially-regulated pension arise out of a common-law relationship of more than one year but less than three years' duration, in which case relief is ordered pursuant to *The Pension Benefits Act*.

<sup>223</sup> For parties who separated on or after October 1, 2021, a percentage up to a maximum of 50% may be utilized; for parties who separated before October 1, 2021, the pension can only be shared equally. While amendments to *The Pension Benefits Act* and the *Pension Benefits Regulation* respecting the pension division came into effect on October 1, 2021, they only apply to parties who separated on or after that date. Note the transitional provisions respecting pension division in subsection 18(1) of *The Pension Benefits Amendment Act*, S.M. 2021, c. 14, and in subsection 69(1) of the *Pension Benefits Regulation, amendment*, Man. Reg. 63/2021.

(marriage/common-law relationship) to {specify the date the parties separated}, date of separation(blank/{specify other terms if necessary});

## **Division – Federally-Regulated Pension**

SC-1.7            the pension of [specify Party Name] (with {specify Pension Plan}/in connection with (his/her/their) employment with {specify employer}) shall be shared between the parties (blank/by transferring {specify percentage or amount up to the maximum transferrable amount} of the pension to [specify Party Name] pursuant to the provisions of the (*Pension Benefits Division 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, whichever is earlier}, date of commencement of (marriage/common-law relationship) to {specify the date the parties separated}, date of separation(blank./{specify other terms if necessary}<sup>224</sup>);

---

<sup>224</sup> Certain federally-regulated pension plans may require more detailed provisions. The governing statute and the plan administrator should be consulted. Terms may include the amount to be transferred.

## No Division – Provincially-Regulated Pension

SC-1.8<sup>225</sup> [specify Party Name] and [specify Party Name], having separated on {specify date of separation of October 1, 2021, or later}, [specify Party Name] shall not be entitled to any portion of the pension of [specify Party Name] (with {specify Pension Plan}/in connection with (his/her/their) employment with {specify employer}) pursuant to the provisions of (*The Pension Benefits Act/The Pooled Registered Pension Plans (Manitoba) Act*);

## No Division – Federally-Regulated Pension

SC-1.9<sup>226</sup> the pension of [specify Party Name] (with {specify Pension Plan}/in connection with (his/her/their) employment with {specify employer}) 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;

---

<sup>225</sup> To be used for parties who separated on or after October 1, 2021, and have a provincially-regulated pension; for parties who separated before October 1, 2021, a pension waiver cannot be court-ordered and may only be done by agreement between the parties. While amendments to *The Pension Benefits Act* and the *Pension Benefits Regulation* respecting the pension division came into effect on October 1, 2021, they only apply to parties who separated on or after that date. Note the transitional provisions respecting pension divisions in subsection 18(1) of *The Pension Benefits Amendment Act*, S.M. 2021, c. 14, and in subsection 69(1) of the *Pension Benefits Regulation, amendment*, Man. Reg. 63/2021.

<sup>226</sup> Certain federally-regulated pension plans may require more detailed provisions. The governing statute and the plan administrator should be consulted.

## Other Pension Provisions

- SC-1.10 [specify Party Name] (blank/and [specify Party Name]) shall forthwith provide a copy of this Order to the administrator of the pension plan;
- SC-1.11 [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 Party Name] by inter-spousal transfer on (marriage/common-law partnership) breakdown using the appropriate Canada Revenue Agency form;
- SC-1.12 either [specify Party Name] or [specify Party Name] may initiate the process to divide Canada Pension Plan credits;
- SC-1.13<sup>227</sup> The pension plan of [specify Party Name] through {name of pension plan} shall not be shared and the parties shall both sign all such documents as may be necessary to release any claim which [specify Party Name] may have to the pension plan pursuant to the (*Pension Benefits Division Act*/{specify other pension statute});

---

<sup>227</sup> For use only with certain federally-regulated pension plans.

## **OPPOSING CONFIRMATION OF ASSOCIATE JUDGE'S/MASTER'S REPORT**

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

SD-2            The Report on Family Property Act Accounting delivered [Date] by [specify Associate Judge or 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};

## **REFERENCE TO ASSOCIATE JUDGE (COHABITATION)<sup>228</sup>**

SE-1            There shall be a reference to an Associate Judge 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);

---

<sup>228</sup> 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 King's Bench dated February 13, 2020, or any subsequent practice direction regarding these orders.

- SE-2 An Associate Judge 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-3<sup>229</sup> The first hearing for directions shall be held on {specify day and date} at {specify time (a.m./p.m.)};
- SE-4<sup>230</sup> [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;
- 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)<sup>231</sup> 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};

---

<sup>229</sup> At Winnipeg Centre, these hearings are currently on Tuesdays. Days in other court centres can vary.

<sup>230</sup> If the hearing is on a Tuesday, this means filing by 2:00 p.m. the preceding Thursday.

<sup>231</sup> These are the only acceptable means of service.

## **OPPOSING CONFIRMATION OF ASSOCIATE JUDGE'S/MASTER'S REPORT**

- SF-1            The Report on the Date(s) of (Cohabitation/Separation/Cohabitation and Separation) delivered [Date] by [specify Associate Judge or 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 Associate Judge or 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            {specify each new or varied provision separately};

## T. EFFECTIVENESS, VARIATIONS AND APPEALS

### EFFECTIVENESS OF RELIEF OR ORDER<sup>232</sup>

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

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

{specify provision(s)};

TA-3<sup>233</sup> 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-4<sup>234</sup> The (Child Support Calculation Decision/Child Support Recalculation Decision) made [Date] by [specify Support Determination Officer] is (set

---

<sup>232</sup> Use the appropriate QE or QF clause if the relief sought relates to suspension of enforcement through the Maintenance Enforcement Program.

<sup>233</sup> See *King's Bench Rule* 70.31(10.1)(b)(ii) which outlines mandatory content of a variation of an order with a recalculated child support amount.

<sup>234</sup> 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});<sup>235</sup>

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/revoke<sup>236</sup>) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is granted and the Order is (set aside/revoked);

TB-2 The application of [specify Party Name] to (set aside/revoke<sup>237</sup>) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is dismissed and the Order is confirmed;

---

<sup>235</sup> Where a matter is adjourned to a specific time and date, or on certain conditions, add clause CQ-1 and any appropriate sub-clauses.

<sup>236</sup> Pursuant to subsection 11(1) of *The Domestic Violence and Stalking Act*, the respondent may apply to set aside a Protection Order within 20 days after being served with the order. Pursuant to clause 19(1)(b) of the Act, the Court, on application at any time after the Protection Order is filed in the Court, may revoke the Protection Order.

<sup>237</sup> See footnote 236.

TB-3<sup>238</sup> The application of [specify Party Name] to (set aside/vary/revoke) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is dismissed (but the Order is varied as (set out in this Order/follows/blank) (until further order of the Court/until {specify date or event}/blank)(;/:)

{specify terms or conditions};

TB-4<sup>239</sup> The application of [specify Party Name] to (set aside/vary/revoke) the Protection Order pronounced [Date] by [specify Judicial Justice of the Peace] is adjourned<sup>240</sup>, (and the Order is varied as (set out in this Order/follows/blank)(until further order of the Court/ until {specify date or event}/blank)(;/:)

{specify terms or conditions};

---

<sup>238</sup> At a hearing to set aside a Protection Order, *The Domestic Violence and Stalking Act* provides that a King's Bench Judge "may vary it by deleting clauses or by adding clauses from subsection 7(1)" [subsection 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 King'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)" [subsection 19(1)].

<sup>239</sup> See footnote 238.

<sup>240</sup> If adjourned, complete with CQ-1 clause.

## APPEAL FROM ASSOCIATE JUDGE'S/MASTER'S ORDER

TC-1<sup>241</sup> The appeal of [specify Party Name] of the Order of [specify Associate Judge or Master] is (dismissed/granted) (blank;/and, accordingly:) {insert and number a separate TC-1 sub-clause for each new, varied or deleted provision}

TC-1.1 {specify each new, varied or deleted provision};

## VARYING AN ORDER<sup>242</sup>

TD-1<sup>243</sup> 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-1.1<sup>244</sup> {specify the wording for each replacement clause separately};

---

<sup>241</sup> This clause may be used for the appeal of an order by an Associate Judge or Master. Where more than one party has appealed, a separate clause should be used for each party. For a motion opposing confirmation of an Associate Judge's or Master's Report, see SD clauses.

<sup>242</sup> See *King's Bench Rule 70.37* regarding variations.

<sup>243</sup> If a Family Arbitration Award or Arbitration Award is being varied following an appeal, use this clause with the necessary modifications.

<sup>244</sup> 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-2.1<sup>245</sup> {specify the wording of each added clause separately};

## **RECOGNITION OF FOREIGN ORDER (*DIVORCE ACT*)<sup>246</sup>**

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:

---

<sup>245</sup> See footnote 244.

<sup>246</sup> 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*)<sup>247</sup>**

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);

---

<sup>247</sup> 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] (for {specify nature of proceedings}/blank) in the amount of {specify amount} (including disbursements/blank) {specify when} (in any event of the cause<sup>248</sup>/blank);
- UA-2 [Specify Party Name] shall pay [specify Party Name] costs (for {specify nature of proceedings}/blank) in the amount of {specify amount} plus disbursements (to be assessed/of {specify amount} for a total of {specify total amount} {specify when} (in any event of the cause<sup>249</sup>/blank);
- UA-3 [Specify Party Name] shall pay [specify Party Name] costs (for {specify nature of proceedings}/blank) in accordance with the Tariff of *King'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;

---

<sup>248</sup> For use when costs are ordered on an interim proceeding.

<sup>249</sup> See footnote 248.

## **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]/{specify name of person or entity to be served}) (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] /{specify name of person or entity to be served}) 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<sup>250</sup> [Specify Party Name] shall be served in {specify country} in accordance with the Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* by transmitting {specify document(s)} to {specify State} Central Authority/{specify other competent authority}, a competent authority in that State) with a request for service;

---

<sup>250</sup> To be used when the Court is ordering that a party be served in accordance with the Hague Service Convention.

VA-4<sup>251</sup> A copy of this Order (blank/and the Divorce Judgment) shall be served on [specify Party Name] by (ordinary mail/ordinary mail and e-mail) at {specify mailing address and, if applicable, e-mail address} (immediately/within 10 days of the date of signing/within 20 days of the date of signing/blank) and by transmitting a copy of the Order (blank/and the Divorce Judgment) to the {specify State} Central Authority for purposes of the Hague *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters* with a request that same be served on [specify Party Name] ( and [specify Party Name] shall thereafter file proof of service by the ({specify State} Central Authority/{specify other competent authority}, a competent authority in {specify State} once received/blank);

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

VB-1 A copy of this Order, the {specify initiating pleading}<sup>252</sup> if not previously served, the Notice of Motion and all Affidavits filed in support of this Order, together with a new Notice of Motion specifying the date of the hearing at which [specify Party Name] may appear and the relief that will be sought at that time, shall be served on [specify Party Name] immediately;

---

<sup>251</sup> This expanded service clause addresses the possibility of a Final Order and/or Divorce Judgment being transmitted to a Contracting State for service in accordance with the Hague Service Convention, as well as possible service by ordinary mail and/or e-mail.

<sup>252</sup> The term “initiating pleading” includes documents such as Petitions for Divorce, Petitions, Answers, Notices of Application, Notices of Motions to Vary. See *King’s Bench Rule 70.01* for a non-exhaustive list of initiating pleadings.

## SUBSTITUTED SERVICE

VC-1<sup>253</sup> The following action(s) shall be (a/blank) substitute(s) to personal service or alternative(s) to personal service on [specify Party Name] of the {specify document(s) and its/their appropriate date(s)}: {insert and number the appropriate VC-1 sub-clause(s)}

VC-1.1 personal service of a copy of the {specify document(s) and its/their appropriate date(s)} on ({specify name}/Director, Maintenance Enforcement Program,/an Adult) (who resides/blank) at {specify address in full}, together with a letter addressed to ({specify name}(/Director, 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};

---

<sup>253</sup> If the location of the party served is unknown, include clause VD-1 in the order.

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

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

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

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

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

## **TIME TO NOTE DEFAULT SPECIFIED**

VE-1 In the event no (Answer/Notice of Opposition/Statement of Defence) is filed within {specify number of days} days<sup>254</sup> after service is effective, [specify Party Name] may proceed to note default on [specify Party Name] without further notice;

---

<sup>254</sup> Different deadlines are prescribed for filing of responsive pleadings, depending on where the responding party was served. (Note, for example, *King'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/Associate Judge/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 (Director, Maintenance Enforcement Program/{specify other government agency}), is:

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

Address: 730 – 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/Associate Judge/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.