**DARS FLA ORDERS PICKLIST**

This list of orders commonly made under the B.C. Family Law Act (“FLA”) is designed so users can copy and paste selected terms into a WORD document. The words and phrases highlighted in grey are “fields”. If you copy a term, click on a field, and begin typing, the field will disappear, leaving only the words you insert. The Table of Contents is also hyperlinked to the appropriate page of the document so you can place the cursor on a topic or page number and control/click to jump to that page.

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Note:

Rule 18(3.1) of the Provincial Court (Family) Rules says:

An order must be in the following form:

(a) in Form 25, if the order is a protection order made under Part 9 of the Family Law Act;

(b) in Form 25.1, if the order is a restraining order made under section 46 of the Family Maintenance Enforcement Act;

(c) in Form 26, in any other case.

Those forms can be found at:

<http://www.ag.gov.bc.ca/courts/family/info/forms.htm> or

<http://wiki.clicklaw.bc.ca/index.php/Provincial_Court_Forms_(Family_Law)>

In Provincial Court, if the successful party does not have a lawyer, or if neither party has a lawyer, the Court Registry will prepare the order made by the judge. If you do not have a lawyer you will not be expected to prepare an order for the judge to sign. However, it can be useful to see the wording commonly used in Family Law Act orders. You may wish to use this wording when you fill out an application stating the orders you are asking a judge to make.

RECITAL

Upon the Court being advised that the name and birth date of each child is as follows: Name(s) .

**THIS COURT ORDERS THAT:**

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GUARDIANSHIP **ss. 39 & 51, Rule 18.1**

***Guardianship Presumed s. 39(1)***

The Court is satisfied that Name(s) is/are the guardian(s) of the child(ren) under s.39(1) of the Family Law Act (FLA).

***Guardianship Presumed s. 39(3)***

The Court is satisfied that Name(s) is/are the guardian(s) of the child(ren) under s. 39(3) of the Family Law Act (FLA).

***Guardian Appointed***

Under s. 51(1)(a) of the Family Law Act (FLA), Name(s) is/are appointed guardian(s) of the child(ren).

***Interim Guardian Appointed Rule18.1***

Under Rule 18.1 of the Provincial Court (Family) Rules, Name(s) is/are appointed guardian(s) of the child(ren) on an interim basis until date.

***Inform Guardians***

Each guardian will advise the other guardian of any matters of a significant nature affecting the child(ren).

***Consult Guardians***

Each guardian will consult the other guardian about any important decisions that must be made and will try to reach agreement concerning these important issues.

***Decision Making s. 49***

Under s. 49 if the guardians cannot agree on a parental responsibility, (name) shall make the decision and (name) may apply for a review of that decision under s. 49 of the FLA.

***(“Modified Joyce Model” – one option for guardians’ rights & obligations & shared decision making) )***

(a) In the event of the death of a guardian, the surviving guardian(s) will be the only guardian(s) of the child;

(b) Each guardian will have the obligation to advise the other guardian(s) of any matters of a significant nature affecting the child;

(c) Each guardian will have the obligation to discuss with the other guardians any significant decisions that have to be made concerning the child, including significant decisions about the health(except emergency decisions), education, religious instruction and general welfare;

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(d) The guardians will have the obligation to discuss significant decisions with each other and the obligation to try to reach agreement on those decisions;

(e) In the event that the guardians cannot reach agreement on a significant decision despite their best efforts, the guardian with the majority of parenting time with the child will be entitled to make those decisions and the other guardian(s) will have the right to apply for directions on any decision the guardian(s) consider(s) contrary to the best interests of the child, under s.49 of the FLA; and,

(f) Each guardian will have the right to obtain information concerning the child directly from third parties, including but not limited to teachers, counsellors, medical professionals, and third party caregivers.

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PARENTAL RESPONSIBILITIES **ss. 40, 41 & 45(1)(a)**

***Sole Responsibility***

Under s. 40(3)(a) of the FLA Name will have all of the parental responsibilities for the child(ren).

***Equal Responsibility***

Under s. 40(2) of the FLA the guardians will share equally all parental responsibilities for the child(ren).

***Specified Common Responsibilities***

Under s. 40(2) of the FLA Name will have the following parental responsibilities for the child(ren):

(a) Making day to day decisions affecting the child(ren) and having day to day care, control and supervision of the child(ren);

(b) Making decisions about where the child(ren) will reside;

(c) Making decisions respecting with whom the child will live and associate

(d) Making decisions respecting the child's education and participation in extracurricular activities, including the nature, extent and location;

(e) Making decisions respecting the child's cultural, linguistic, religious and spiritual upbringing and heritage, including, if the child is an aboriginal child, the child's aboriginal identity;

(f) Subject to section 17 of the Infants Act, giving, refusing or withdrawing consent to medical, dental and other health-related treatments for the child;

(g) Applying for a passport, licence, permit, benefit, privilege or other thing for the child;

(h) Giving, refusing or withdrawing consent for the child, if consent is required;

(i) Receiving and responding to any notice that a parent or guardian is entitled or required by law to receive;

(j) Requesting and receiving from third parties health, education or other information respecting the child;

(k) Subject to any applicable provincial legislation;

(i) Starting, defending, compromising or settling any proceeding relating to the child; and

(ii) Identifying, advancing and protecting the child's legal and financial interests;

(l) Exercising any other responsibilities reasonably necessary to nurture the child's development.

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***List Statutory Responsibilities***

Under s. 40(2) of the FLA Name will have the following parental responsibilities: (specify some or all of ss. 40(2)(a) through (l) responsibilities – they are in DARS in statute language).

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PARENTING TIME **s. 45 (*Guardians have ‘parenting time”)***

***Equal Parenting Time***

The guardians will share parenting time equally as agreed between them.

***Reasonable Parenting Time***

Name will have reasonable parenting time at dates and times agreed between the guardians.

***Liberal and Generous Parenting Time***

Name will have liberal and generous parenting time at dates and times agreed between the guardians.

***Parenting Time Every Specified Day***

Name will have parenting time every day of week from time 1 to time 2, commencing start date.

***Parenting Time Alternate Specified Days***

Name will have parenting time alternate day of weeks from time 1 to time 2, commencing start date.

***Parenting Time Every Weekend***

Name will have parenting time every weekend from date and time 1 until date and time 2, commencing start date.

***Parenting Time Alternate Weekends***

Name will have parenting time on alternate weekends from date and time 1 until date and time 2, commencing start date.

***Stat Holiday Parenting Time***

If the day preceding or following the weekend is a statutory holiday or professional development day, the parenting time will include that extra day.

***Supervised Parenting Time***

Name’s parenting time will be supervised by Name or another person agreed between the guardians.

***Parenting Time In Presence***

Name’s parenting time will take place in the presence of Name or another person agreed between the guardians.

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***Christmas Parenting Time***

Name will have the following parenting time during the Christmas school holidays: specify.

***Winter Holidays Parenting Time***

Name will have the following parenting time during the winter school holidays: specify

***Spring Break Parenting Time***

Name will have the following parenting time during the spring school break: specify

***Summer Parenting Time***

Name will have the following parenting time with the child(ren) during the child(ren)’s summer holidays: specify

***Default Summer Parenting Time***

The guardians will each have parenting time for period each summer at dates and times agreed between them, but if they are unable to agree, then Name will have the children for specified period.

***Majority Parenting Time***

Name will have the majority of the parenting time with the child(ren)

***All the Parenting Time***

Name will have all the parenting time with the child(ren)

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CONTACT  **s. 59 (*people who aren’t guardians have “contact”)***

***Reasonable Contact***

Name will have reasonable contact with the child(ren) at dates and times agreed between the parties.

***Liberal and Generous Contact***

Name will have liberal and generous contact with the child(ren) at dates and times agreed between the parties.

***Contact Every Specified* *Day***

Name will have contact with the child(ren) every day of week from time 1 to time 2, commencing start date.

***Contact Alternate Specified Days***

Name will have contact with the child(ren) alternate day of weeks from time 1 to time 2, commencing start date.

***Contact Every Weekend***

Name will have contact with the child(ren) every weekend from day and time 1 until day and time 2, commencing start date.

***Contact Alternate Weekends***

Name will have contact with the child(ren) on alternate weekends from day and time 1 until day and time 2, commencing start date.

***Stat Holiday Contact***

If the day preceding or following the weekend is a statutory holiday or professional development day, the contact time will include that extra day.

***Supervised Contact***

Under s. 59(3) of the FLA Name’s contact will be supervised by Name or another person agreed between the parties.

***Contact in Presence***

Name’s contact will take place in the presence of Name or another person agreed between the parties.

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***Christmas Contact***

Name will have the following contact with the child(ren) during the Christmas school holidays: specify.

***Winter Holidays Contact***

Name will have the following contact with the child(ren) during the winter school holidays: specify.

***Spring Break Contact***

Name will have the following contact with the child(ren) during the spring school break: specify.

***Summer Contact***

Name will have the following contact with the child(ren) during the children’s summer holidays: specify.

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TRANSPORT, EXCHANGE, TELEPHONE, ALCOHOL & DRUGS **ss. 45 & 49**

***Parenting Time Transport***

Name 1 will pick up and Name 2 will drop off the child(ren) at the beginning and ending of Name’s parenting times.

***Contact Transport***

Name 1 will pick up and Name 2 will drop off the child(ren) at the beginning and ending of Name’s contact.

***Exchange***

The child(ren) will be exchanged at location.

***Phone/Electronic Communication***

Name will have reasonable telephone and/or electronic communication with the child(ren).

***Specified Phone/Electronic Communication***

Name will have reasonable telephone and/or electronic communication with the child(ren) between time 1 and time 2 on day(s) of week.

***No Alcohol/Drugs***

Name will not consume or possess any alcohol or controlled substance within the meaning of Section 2 of the Controlled Drugs and Substances Act, except as prescribed by a licensed physician, during contact or parenting time and for number hours before having contact or parenting time.

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CHILD SUPPORT  **s. 149**

***Income Finding***

Name is found to be a resident of British Columbia and is found to have a gross annual income of $\_\_\_\_.

***Imputed Income***

Name is found to be a resident of British Columbia and is imputed to have a gross annual income of $\_\_\_\_.

***Child Support Payments***

Name 1 will pay to Name 2 the sum of $\_\_\_\_ per month for the support of the child(ren), commencing on start date and continuing on the first, 15th, last, etc. day of each and every month thereafter, for as long as the child(ren) is/are eligible for support under the Family Law Act or until further Court order.

***Special or Extraordinary Expenses***

Name 1 will pay to Name 2 the sum of $\_\_\_\_ per month commencing on start date and continuing on the first, 15th, last, etc. day of each month thereafter for the child(ren)'s special or extraordinary expenses.

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SPOUSAL SUPPORT  **ss. 164, 165, 168 & 170**

***Spousal Support Until Termination***

Name 1 will pay to Name 2 for his or her support the sum of $ \_\_\_\_ per month, commencing on start date and continuing on the first, 15th, last, etc. day of each and every month thereafter until end date, at which time spousal support will be terminated.

***Spousal Support Until Review***

Name 1 will pay to Name 2 for his or her support the sum of $ \_\_\_\_ per month, commencing on start date and continuing on the first, 15th, last, etc. day of each and every month thereafter until end date, at which time spousal support will be reviewed.

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## ARREARS

***Arrears Amount Only***

The arrears owing from Name 1 to Name 2 as of date are $ \_\_\_\_, including principal and interest.

***Arrears Amount with Default Fees***

The arrears owing from Name 1 to Name 2 as of date are $\_\_\_\_, including principal and interest and default fees.

***Arrears Payment***

Name 1 will pay to Name 2 a minimum of $\_\_\_\_ per month towards the arrears of maintenance, in addition to regular monthly maintenance payments, commencing on start date and continuing on the first, 15th, last, etc. day of each month thereafter until the arrears are paid in full or until further Court Order.

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## FINANCIAL DISCLOSURE

***Form 4 Financial Disclosure***

Name 1 will complete, file with the Registry of this Court, and deliver to Name 2 a sworn Financial Statement in Form 4 of the Provincial Court (Family) Rules, including all attachments listed on page 2 of that Form, by due date.

***Annual Financial Disclosure***

For as long as the child(ren) is/are eligible to receive child support, the parties will exchange: (a) copies of their respective income tax returns for the previous year, including all attachments, not later than date each year; and (b) copies of any Notice of Assessment or Reassessment provided to them by Canada Revenue Agency, immediately upon receipt.

***Penalty***

Under Section 213(2)(d) of the Family Law Act, Name 1 will pay up to $5,000 to Name 2 if he or she fails to file financial information in accordance with this Order. This award is in addition to and not in place of any other remedy.

***Changes to the Order***

Under s.222 of the FLA, upon exchange of their income tax returns and notices of assessment, the parties are required to discuss any material change in circumstances which warrant a change in the amount of support payable. If the parties are unable to agree on whether the amount of support payable should be changed, the parties must consult with a family justice counsellor before bringing an application to change this order.

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## NON-REMOVAL s. 64; RELOCATION ss. 46, 65-71; and TRAVEL

***Non-Removal***

Under s. 64(1) of the FLA Name shall not remove the child(ren) from specified area without the written consent of all guardians or further Court order.

***Residence***

Name will not change the residence of the child(ren) from specified area without first obtaining the written approval of all guardians and persons having contact, unless he or she has provided all guardians and persons having contact with 60 days’ written notice, and no one receiving such notice has filed an application under ss. 59, 60 or 69 of the FLA to maintain contact or prohibit relocation within 30 days of receiving the notice.

***Relocating***

Under s. 69(2) of the FLA Name may relocate the residence of the child(ren) to location upon the following terms: specify terms

***Travel***

Name may travel with the child(ren) to location from start date to end date without the written consent of any other guardian of the child(ren).

***Consent for Passports***

No guardian will apply for a passport for the child(ren) without the written consent of the other guardian.

***Passport without Consent***

Name may apply for a passport for the child(ren) without the consent of any other guardian.

***Travel Cooperation***

Each guardian will cooperate with the other guardian in the provision of passports, consents to travel, and other necessary documents as may be required to allow the child(ren) to travel.

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CONDUCT ORDERS **ss. 222 - 227**

***One Party Communication Restriction***

Under s. 225 of the FLA Name 1 will have no communication with Name 2 except describe means and / or circumstances of permitted communication.

**Mutual Communication Restriction**

Under s. 225 of the FLA, the parties will communicate with each other only describe means and / or circumstances of permitted communication.

***Children’s Interests Conduct***

The parties will (a) put the best interests of the child(ren) before their own interests; (b) encourage the child(ren) to have a good relationship with the other parent and speak to the child(ren) about the other parent and that parent’s partner in a positive and respectful manner; and (c) make a real effort to maintain polite, respectful communications with each other, refraining from any negative or hostile criticism, communication or argument in front of the child(ren).

***Speech to Children Conduct***

The parties will not (a) question the child(ren) about the other parent or time spent with the other parent beyond simple conversational questions; (b) discuss with the child(ren) any inappropriate adult, court or legal matters; or (c) blame, criticize or disparage the other parent to the child(ren).

***Family Speech Conduct***

The parties will encourage their respective families to refrain from any negative comments about the other parent and his or her extended family, and from discussions in front of the child(ren) concerning family issues or litigation.

***Report To***

Under s. 227(b) of the FLA Name will report in person to the Court, named supervisor or counsellor no later than time on date at location.

***Attend Counselling***

Under s. 224(1)(b) of the FLA Name will enroll in specify type counseling, and provide confirmation of attendance to person or Court by date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Complete Counselling**

Under s. 224(1)(b) of the FLA Name will enroll in specify type counseling, and provide confirmation of completion to person or Court by date.

***AA or NA***

Under s. 224(1)(b) of the FLA Name will provide to person or Court proof of his or her attendance at no fewer than number meetings of Alcoholics Anonymous or Narcotics Anonymous each week during the duration of this Order.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ENFORCEMENT  **ss. 228, 230, 231**

***Pay Expenses***

Name 1 pay to Name 2 $\_\_\_\_ on or before date, being expenses reasonably and necessarily incurred as a result of Name 1’s non-compliance with the Order of the Honourable Judge Name, made date.

***Pay for Benefit of***

Name 1 pay to Name 2 $\_\_\_\_ on or before date for the benefit of Name(s) whose interests were affected by Name 1’s non-compliance with the Order of the Honourable Judge Name, made date.

***Pay Fine***

Name pay a fine of $\_\_\_\_ to the Clerk of the Court at the Court name Court Registry on or before date for non-compliance with the Order of the Honourable Judge Name, made date.

***Give Security***

Name give security by date by describe nature and means of giving security.

***Imprisonment***

Name be imprisoned for a term of number days for non-compliance with the Order of the Honourable Judge Name made date, on /by describe non-compliance and/or state dates of non-compliance.

***Police Apprehend – Withheld from Guardian***

Upon being satisfied that a person has wrongfully withheld a child from a guardian, this Court orders under s. 231(5) of the FLA that a police officer apprehend the child(ren), child name(s), and take the child(ren) to Name.

***Police Apprehend – Withheld by Guardian***

Upon being satisfied that a person has been wrongfully denied parenting time or contact with a child by the child’s guardian, this Court orders under s. 231(4) of the FLA that a police officer apprehend the child(ren), child name(s), and take the child(ren) to Name.

***Police Search***

For the purpose of locating and apprehending a child in accordance with this order, under s. 231(6) of the FLA a police officer may enter and search any place he or she has reasonable and probable grounds for believing the child to be.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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VARIATION, SUSPENSION, TERMINATION **ss. 47, 60, 152, 167, 186, 187, 215, Rule 20(4)**

***Variation***

The Order of the Honourable Judge Name, made date, is changed as follows: state variation

***Without Notice Order Changed***

The Order of the Honourable Judge Name, made date in the absence of Name is changed as follows: state variation.

***Without Notice Order Suspended***

The Order of the Honourable Judge Name, made date in the absence of Name is suspended until date OR circumstance.

***Without Notice Order Terminated***

The Order of the Honourable Judge Name, made date in the absence of Name is terminated.

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PARENTAGE **s. 33(2)**

***DNA Test***

Under s. 33(2) of the FLA the parties and the child will have tissue and/or blood samples taken by a qualified person for the purpose of conducting parentage tests.

***DNA Test and Costs***

Under s. 33(2) of the FLA the parties and the child will have tissue and/or blood samples taken by a qualified person for the purpose of conducting parentage tests, with the costs to be state who will pay or how cost will be apportioned.

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## s. 211 REPORT

***Full Report by Family Justice Counsellor***

A Family Justice Counsellor will prepare a report to assess state issue(s) as specifically as possible.

***Full Report Named Preparer***

Preparer’s name will prepare a report to assess state issue(s) as specifically as possible.

***Full Report Named Preparer and Costs***

Preparer’s name will prepare a report to assess state issue(s) as specifically as possible, with the cost to be state who will pay or how cost will be apportioned.

***VOC Report by Family Justice Counsellor***

A Family Justice Counsellor will report the views of the child(ren) about state issue(s) as specifically as possible.

***VOC Report Named Preparer***

Preparer’s name will report the views of the child(ren) about state issue(s) as specifically as possible.

***VOC Report Named Preparer and Costs***

Preparer’s name will report the views of the child(ren) about state issue(s) as specifically as possible with the cost to be state who will pay or how cost will be apportioned.

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RULE 5

***Dispense with Rule 5***

Under Rule 5(8) of the Provincial Court (Family) Rules, the requirement for Name to meet with a Family Justice Counsellor is dispensed with.

***Defer Rule 5***

Under Rule 5(8) of the Provincial Court (Family) Rules, the requirement for Name to meet with a Family Justice Counsellor is deferred until date.

***Comply with Rule 5***

Name or the parties comply with Rule 5 by meeting with FJC or attending PAS or both by date.

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SERVICE Rule 9

***Service of Order Only***

The Applicant will have the respondent served with a copy of this Order by date and file an Affidavit of Service in the Provincial Court Registry by date.

***Service of Order and Documents***

The Applicant will have the respondent served with a copy of this Order and list documents by date and file an Affidavit of Service in the Provincial Court Registry by date.

***Sub Service***

Under Rule 9 of the Provincial Court (Family) Rules, Name 1 may serve Name 2 with list documents by detailed description of service method and such service will be deemed sufficient service on Name 2 effective on the date of service.

***Service by Peace Officer***

A copy of this order will be served on Name by a (peace officer/or Sheriff/or/member of the Royal Canadian Mounted Police) by date and that (peace officer/or Sheriff/or/member of the Royal Canadian Mounted Police) will provide proof of service to the Provincial Court Registry at location, British Columbia by date.

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## TRANSFER FILE Rule 19

***Transfer File For All Purposes***

Under Rule 19 of the Provincial Court (Family) Rules, File No. file no.be transferred to the Provincial Court Registry at location, British Columbia, for all purposes.

***Transfer File Single Purpose***

Under Rule 19 of the Provincial Court (Family) Rules, File No. file no. be transferred to the Provincial Court Registry at location, British Columbia, for the purpose of hearing the application filed filing date.

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## DISPENSE WITH SIGNATURE

***Dispense with Signature***

The requirement to obtain Name’s signature approving the form of this Order is dispensed with.

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PROTECTION ORDERS **s. 183**

(MUST GO ON A SEPARATE ORDER: s. 183(5))

***No Contact***

Under s. 183(3)(a) of the FLA name 1 shall not have contact or communicate directly or indirectly with name 2 except:

(a) While in attendance at a settlement conference or family case conference in a court action, or a court appearance in which (name 1) is compelled by law to attend under subpoena or in which (name 1) is a party; and,

(b) For communication through legal counsel in your absence.

***No Contact and Children***

Under s. 183(3)(a) of the FLA name 1 shall not have contact or communicate directly or indirectly with name 2 or the child(ren), child(ren)'s name(s) except:

(a) While in attendance at a settlement conference or family case conference in a court action, or a court appearance in which (name 1) is compelled by law to attend under subpoena or in which (name 1) is a party; and,

(b) For communication through legal counsel in your absence.

***No Go***

Under s. 183(3)(a) of the FLA name 1 shall not attend at, enter or be found within distance of the residence, place of employment or school of name 2, even if he or she is an owner or has a right to possess or enter such a place.

***No Go and Children***

Under s. 183(3)(a) of the FLA name 1 shall not attend at, enter or be found within distance of the residence, place of employment or school of name 2 or the child(ren), child(ren)'s name(s), even if he or she is an owner or has a right to possess or enter such a place.

***No Contact Except***

Under s. 183(3)(b) of the FLA name 1 shall not have contact or communicate directly or indirectly with name 2 except for the following: permitted means or circumstances of contact or communication.

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***Weapons Prohibition***

Under s.183(3)(a) of the FLA name shall not own, possess or carry any weapons as defined by s. 2 of the Criminal Code of Canada, or any knives except while preparing and consuming food.

***Firearms Prohibition***

Under s.183(3)(a) of the FLA name shall not own, possess or carry any firearm, cross-bow, prohibited weapon, restricted weapon, imitation weapon, prohibited device, ammunition, prohibited ammunition, explosive substance, or all such things, and any related authorizations, licenses and registration certificates.

***Surrender Firearms***

Under s.183(3)(e) of the FLA name shall immediately attend a police station or detachment and accompany a police officer, including any RCMP officer having jurisdiction in the Province of British Columbia, to the location of any firearm, prohibited weapon, restricted weapon, imitation weapon, prohibited device, ammunition, prohibited ammunition, explosive substance or all such things and to the location of any related authorizations, licenses and registration certificates he or she possesses and surrender the said items to the police officer until further order of the Court.

***Remove Weapons***

Under s. 183(3)(c)(iii) of the FLA, any police officer, including any RCMP officer having jurisdiction in the Province of British Columbia, who is provided with a copy of this Order is directed to seize from name any weapons as that term is defined in s. 2 of the Criminal Code of Canada and related documents, and hold such items seized until further order of the Court.

***Remove from Residence***

Under s. 183(3)(c)(i) of the FLA, any police officer, including any RCMP officer having jurisdiction in the Province of British Columbia, who is provided with a copy of this Order is directed to remove name and DOB from the residence located at address and city, British Columbia.

***Remove Belongings***

Under s. 183(3)(c)(ii) of the FLA, any police officer, including any RCMP officer having jurisdiction in the Province of British Columbia, who is provided with a copy of this Order is directed to accompany name to attend the residence located at address and city , British Columbia on one occasion, to supervise the removal of his or her personal belongings.

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***Remove Belongings Children***

Under s. 183(3)(c)(ii) of the FLA, any police officer, including any RCMP officer having jurisdiction in the Province of British Columbia, who is provided with a copy of this Order is directed to accompany name to attend the residence located at address and city, British Columbia on one occasion, to supervise the removal of his or her personal belongings and personal belongings of the child(ren).

***Carry a Copy***

Under s.183(3)(e) of the FLA, name shall carry a copy of this Order on his or her person at all times when outside his or her place of residence and produce it upon the demand of a peace officer.

***Expiry Date***

Under s. 183(4) of the FLA, this Order will expire on date at time.

***Liberty to Set Aside***

name 1 may apply to set aside this Order with number days’ notice to name 2.

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**Without Notice Protection Order Checklist:**

• Have statute sections been cited or has the Court Clerk been advised whether a Conduct or Protection Order is being made?

• Does each term specify whether it is the Applicant who is being protected or the children or both?

• Expiry date? If no expiry date is specified, the order will expire in one year, but including an expiry date may provide greater clarity and certainty.

• Does the Order contain a provision indicating that an application to change or set aside the order may be made?

• Does the Order contain a provision directing service of the Notice of Motion, Application (if filed) and Order? See Service Orders S1 – S4.

• In Rule 5 Registries, have the parties been reminded to comply with Rule 5 unless an Order is sought and made exempting them from doing so. See Rule 5 Orders R1 – R3.

• Once a Notice of Motion has been heard, it should not be given a subsequent appearance date. The Registry will set a first appearance date on the substantive application once service and response time (and Rule 5 if applicable) have been completed.

• Should a transcript of the hearing be ordered for the court file if this is not done automatically by your Registry?

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