

**DATE OF PUBLICATION: APRIL 2018.**

**PLEASE DESTROY ALL PREVIOUS VERSIONS OF THIS FORM.**

**FLA ORDERS PICKLIST**

The court clerk has near-instant access to these terms: a quick search and a double-click records the terms as they appear here. The clerk can then click underlined values to enter names, dates and amounts specified in the order, and can change standard wording as desired. TIP: Beginning by stating the letter-number code (e.g. A1) will make the process even faster for the clerk.

**RECITAL**

A1 Recital Upon the Court being advised that the name and birth date of each child is as follows: \_\_\_\_\_;

**THIS COURT ORDERS THAT:**

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

|     |  |   |
|-----|--|---|
| B1  | Guardianship Presumed s. 39(1)         | The Court is satisfied that ( <u>name(s)</u> ) is/are the guardian(s) of the child(ren) under s.39(1) of the <i>Family Law Act (FLA)</i> .  |
| B2  | Guardianship Presumed s. 39(3)         | The Court is satisfied that ( <u>name(s)</u> ) is/are the guardian(s) of the child(ren) under s. 39(3) of the <i>Family Law Act (FLA)</i> .   |
| B3  | Guardian Appointed                     | Under s. 51(1)(a) of the <i>Family Law Act (FLA)</i> ( <u>name(s)</u> ) is/are appointed guardian(s) of the child(ren).   |
| B4  | Interim Guardian Appointed Rule 18.1   | Under Rule 18.1 of the Provincial Court (Family) Rules, ( <u>name(s)</u> ) is/are appointed guardian(s) of the child(ren) on an interim basis until ( <u>date</u> ).  |
| B5  | Inform Guardians                       | Each guardian will advise the other guardian of any matters of a significant nature affecting the child(ren).   |
| B6  | 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.  |
| B7  | Decision Making s. 49                  | Under s. 49 if the guardians cannot agree on a parental responsibility, ( <u>name</u> ) must make the decision and ( <u>name</u> ) may apply for a review of that decision under s. 49 of the <i>FLA</i> .  |
| B8  | (Modified Joyce Model)                 | Guardianship must be exercised as follows:<br>(a) In the event of the death of a guardian, the surviving guardian(s) will be the only guardian(s) of the child;<br>(b) Each guardian will have the obligation to advise the other guardian(s) of any matters of a significant nature affecting the child;<br>(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;<br>(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;<br>(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 <i>FLA</i> ; and,<br>(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. |
| B9  | Mediate with Family Justice Counsellor | Should the parties be unable to agree on any decision regarding ( <u>describe disputed matter</u> ), they must attempt to mediate the dispute with the assistance of the Family Justice Counsellor or such other person that the parties may agree upon, before making an application to the Court to resolve the dispute.  |
| B10 | Termination of Guardianship            | Pursuant to s. 51(1)(b), ( <u>name</u> )'s guardianship of the child is terminated.   |

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

|    |                                   |   |
|----|-----------------------------------|---|
| C1 | Sole Responsibility               | Under s. 40(3)(a) of the <i>FLA</i> ( <u>name</u> ) will have all of the parental responsibilities for the child(ren).  |
| C2 | Equal Responsibility              | Under s. 40(2) of the <i>FLA</i> the guardians will share equally all parental responsibilities for the child(ren).   |
| C3 | Specified Common Responsibilities | Under s. 40(2) of the <i>FLA</i> ( <u>name</u> ) will have the following parental responsibilities for the child(ren):<br>(a) Making day to day decisions affecting the child(ren) and having day to day care, control and supervision of the child(ren);<br>(b) Making decisions about where the child(ren) will reside;<br>(c) Making decisions respecting with whom the child(ren) will live and associate;<br>(d) Making decisions respecting the child's education and participation in extracurricular activities, including the nature, extent and location;<br>(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;<br>(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;<br>(g) Applying for a passport, licence, permit, benefit, privilege or other thing for the child;<br>(h) Giving, refusing or withdrawing consent for the child, if consent is required;<br>(i) Receiving and responding to any notice that a parent or guardian is entitled or required by law to receive;<br>(j) Requesting and receiving from third parties health, education or other information respecting the child;<br>(k) Subject to any applicable provincial legislation;<br>(i) Starting, defending, compromising or settling any proceeding relating to the child; and<br>(ii) Identifying, advancing and protecting the child's legal and financial interests;<br>(l) Exercising any other responsibilities reasonably necessary to nurture the child's development. |
| C4 | List Statutory Responsibilities   | Under s. 40(2) of the <i>FLA</i> ( <u>name</u> ) will have the following parental responsibilities: ( <i>specify some or all of ss. 40(2)(a) through (l) responsibilities – they are in DARS in statute language</i> ).   |

| <b>PARENTING TIME s. 45</b>  |  |  |
|--|--|--|
| D1   | Equal Parenting Time                     | The guardians will share parenting time equally as agreed between them.  |
| D2   | Reasonable Parenting Time                | (name) will have reasonable parenting time at dates and times agreed between the guardians.  |
| D3   | Liberal and Generous Parenting Time      | (name) will have liberal and generous parenting time at dates and times agreed between the guardians.  |
| D4   | Parenting Time Every Specified Day       | (name) will have parenting time every (day of week) from (time 1) to (time 2), commencing (start date).  |
| D5   | Parenting Time Alternate Specified Days  | (name) will have parenting time alternate (day of week) from (time 1) to (time 2), commencing (start date).  |
| D6   | Parenting Time Every Weekend             | (name) will have parenting time every weekend from (day and time 1) until (day and time 2), commencing (start date).   |
| D7   | Parenting Time Alternate Weekends        | (name) will have parenting time on alternate weekends from (day and time 1) until (day and time 2), commencing (start date).   |
| D8   | 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.  |
| D9   | Supervised Parenting Time                | (name)'s parenting time will be supervised by (name) or another person agreed between the guardians.   |
| D10  | Parenting Time In Presence               | (name)'s parenting time will take place in the presence of (name) or another person agreed between the guardians.  |
| D11  | Christmas Parenting Time                 | (name) will have the following parenting time during the Christmas school holidays: ____   |
| D12  | Winter Holidays Parenting Time           | (name) will have the following parenting time during the winter school holidays: ____  |
| D13  | Spring Break Parenting Time              | (name) will have the following parenting time during the spring school break: ____   |
| D14  | Summer Parenting Time                    | (name) will have the following parenting time with the child(ren) during the child(ren)'s summer holidays: ____  |
| D15  | 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). |
| D16  | Majority Parenting Time                  | (name) will have the majority of the parenting time with the child(ren)  |
| D17  | All the Parenting Time                   | (name) will have all the parenting time with the child(ren)  |
| <b>CONTACT s. 59</b>   |  |  |
| E1   | Reasonable Contact                       | (name) will have reasonable contact with the child(ren) at dates and times agreed between the parties.   |
| E2   | Liberal and Generous Contact             | (name) will have liberal and generous contact with the child(ren) at dates and times agreed between the parties.   |
| E3   | 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).   |
| E4   | Contact Alternate Specified Days         | (name) will have contact with the child(ren) alternate (day of week) from (time 1) to (time 2), commencing (start date).   |
| E5   | 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).  |
| E6   | Contact Alternate Weekends               | (name) will have contact with the child(ren) on alternate weekends from (day / time 1) until (day / time 2), commencing (start date).  |
| E7   | 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.  |
| E8   | Supervised Contact                       | Under s. 59(3) of the FLA (name)'s contact will be supervised by (name) or another person agreed between the parties.  |
| E9   | Contact in Presence                      | (name)'s contact will take place in the presence of (name) or another person agreed between the parties.   |
| E10  | Christmas Contact                        | (name) will have the following contact with the child(ren) during the Christmas school holidays: ____  |
| E11  | Winter Holidays Contact                  | (name) will have the following contact with the child(ren) during the winter school holidays: ____   |
| E12  | Spring Break Contact                     | (name) will have the following contact with the child(ren) during the spring school break: ____  |
| E13  | Summer Contact                           | (name) will have the following contact with the child(ren) during the children's summer holidays: ____   |
| <b>TRANSPORT, EXCHANGE, TELEPHONE, ALCOHOL &amp; DRUGS ss. 45 &amp; 49</b> |  |  |
| F1   | 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.   |
| F2   | 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.   |
| F3   | Exchange                                 | The child(ren) will be exchanged at (location).  |
| F4   | Phone/Electronic Communication           | (name) will have reasonable telephone and/or electronic communication with the child(ren).   |
| F5   | 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).   |

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|--|---|---|
| F6   | No Alcohol/Drugs                          | (name) will not consume or possess any alcohol or controlled substance within the meaning of Section 2 of the <i>Controlled Drugs and Substances Act</i> , except as prescribed by a licensed physician, during contact or parenting time and for (duration) hours before having contact or parenting time.   |
| <b>NON-REMOVAL s. 64; RELOCATION ss. 46, 65-71; and TRAVEL</b> |   |   |
| L1   | Non-Removal                               | Under s. 64(1) of the <i>FLA</i> (name) must not remove the child(ren) from (area) without the written consent of all guardians or further Court order.   |
| L2   | Residence                                 | (name) will not change the residence of the child(ren) from (location) 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 <i>FLA</i> to maintain contact or prohibit relocation within 30 days of receiving the notice.   |
| L3   | Relocating                                | Under s. 69(2) of the <i>FLA</i> (name) may relocate the residence of the child(ren) to (location) upon the following terms: __   |
| L4   | 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).  |
| L5   | Consent for Passports                     | No guardian will apply for a passport for the child(ren) without the written consent of the other guardian.   |
| L6   | Passport without Consent                  | (name) may apply for a passport, NEXUS pass, and any renewals of a passport or NEXUS pass for the child(ren) without the consent of any other guardian.   |
| L7   | 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.   |
| <b>CONDUCT ORDERS ss. 222 - 227</b>                            |   |   |
| M1   | 1 Party Communication Restriction         | Under s. 225 of the <i>FLA</i> (name 1) will have no communication with (name 2) except (describe means and / or circumstances of permitted communication).   |
| M2   | Mutual Communication Restriction          | Under s. 225 of the <i>FLA</i> the parties will communicate with each other only (describe means and / or circumstances of permitted communication).  |
| M3   | Children's' Interests Conduct             | The parties will:<br>(a) put the best interests of the child(ren) before their own interests;<br>(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<br>(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). |
| M4   | Speech to Children Conduct                | The parties will not:<br>(a) question the child(ren) about the other parent or time spent with the other parent beyond simple conversational questions;<br>(b) discuss with the child(ren) any inappropriate adult, court or legal matters; or<br>(c) blame, criticize or disparage the other parent to the child(ren).   |
| M5   | 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.   |
| M6   | Report To                                 | Under s. 227(b) of the <i>FLA</i> (name) will report in person to (the Court, named supervisor or counsellor) no later than (time) on (date) at (location).   |
| M7   | Attend Counselling                        | Under s. 224(1)(b) of the <i>FLA</i> (name) will enroll in (type) counseling, and provide confirmation of attendance to (person or court) by (date).  |
| M8   | Complete Counselling                      | Under s. 224(1)(b) of the <i>FLA</i> (name) will enroll in (type) counseling, and provide confirmation of completion to (person or court) by (date).  |
| M9   | AA or NA                                  | Under s. 224(1)(b) of the <i>FLA</i> (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.   |
| <b>ENFORCEMENT ss. 228, 230, 231</b>                           |   |   |
| N1   | 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 ____, made (date).  |
| N2   | 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 ____, made (date).   |
| N3   | Pay Fine                                  | (name) pay a fine of \$ ___ to the Clerk of the Court at the ____ Court Registry on or before (date) for non-compliance with the Order of the Honourable Judge ____, made (date).   |
| N4   | Give Security                             | (name) give security by (date) by (describe nature of security).  |
| N5   | Imprisonment                              | (name) be imprisoned for a term of ___ days for non-compliance with Order of the Honourable Judge ____ made (date), by (describe non-compliance AND / OR on state dates(s) of non-compliance).  |
| N6   | 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 <i>FLA</i> that a police officer apprehend the child(ren) (child name(s)) and take the child(ren) to (name).   |
| N7   | 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 <i>FLA</i> that a police officer apprehend the child(ren) (child name(s)) and take the child(ren) to (name).   |

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|---|--|---|
| N8  | Police Search                            | For the purpose of locating and apprehending a child in accordance with this order, under s. 231(6) of the <i>FLA</i> a police officer may enter and search any place he or she has reasonable and probable grounds for believing the child to be.  |
| <b>VARIATION, SUSPENSION, TERMINATION ss. 47, 60, 152, 167, 186, 187, 215, Rule 20(4)</b> |  |   |
| O1  | Variation                                | The Order of the Honourable Judge _____, made ( <u>date</u> ), is changed as follows: _____.  |
| O2  | Without Notice Order Changed             | The Order of the Honourable Judge _____, made ( <u>date</u> ) in the absence of ( <u>name</u> ) is changed as follows: _____.   |
| O3  | Without Notice Order Suspended           | The Order of the Honourable Judge _____, made ( <u>date</u> ) in the absence of ( <u>name</u> ) is suspended until ( <u>date</u> OR <u>circumstance</u> ).  |
| O4  | Without Notice Order Terminated          | The Order of the Honourable Judge _____, made ( <u>date</u> ) in the absence of ( <u>name</u> ) is terminated.  |
| <b>PARENTAGE s. 33(2)</b>   |  |   |
| P1  | DNA Test                                 | Under s. 33(2) of the <i>FLA</i> the parties and the child will have tissue and/or blood samples taken by a qualified person for the purpose of conducting parentage tests.   |
| P2  | DNA Test and Costs                       | Under s. 33(2) of the <i>FLA</i> 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 _____.   |
| <b>s. 211 REPORT</b>  |  |   |
| Q1  | Full Report by Family Justice Counsellor | A Family Justice Counsellor will prepare a report to assess ( <i>state issue(s) as specifically as possible</i> ).  |
| Q2  | Full Report Named Preparer               | ( <u>preparer's name</u> ) will prepare a report to assess ( <u>issue(s)</u> ).   |
| Q3  | Full Report Named Preparer and Costs     | ( <u>preparer's name</u> ) will prepare a report to assess ( <u>issue(s)</u> ), with the cost to be _____.  |
| Q4  | VOC Report by Family Justice Counsellor  | A Family Justice Counsellor will report the views of the child(ren) about _____.  |
| Q5  | VOC Report Named Preparer                | ( <u>preparer's name</u> ) will report the views of the child(ren) about _____.   |
| Q6  | VOC Report Named Preparer and Costs      | ( <u>preparer's name</u> ) will report the views of the child(ren) about _____ with the cost to be _____.   |
| <b>RULE 5</b>   |  |   |
| R1  | Dispense with Rule 5                     | Under Rule 5(8) of the Provincial Court (Family) Rules, the requirement for ( <u>name</u> ) to meet with a Family Justice Counsellor is dispensed with.   |
| R2  | Defer Rule 5                             | Under Rule 5(8) of the Provincial Court (Family) Rules, the requirement for ( <u>name</u> ) to meet with a Family Justice Counsellor is deferred until ( <u>date</u> ).   |
| R3  | Comply with Rule 5                       | ( <u>name or the parties</u> ) comply with Rule 5 by ( <u>meeting with FJC or attending PAS or both</u> ) by ( <u>date</u> ).   |
| <b>SERVICE Rule 9</b>   |  |   |
| S1  | Service Order Only                       | The Applicant will have the respondent served with a copy of this Order by ( <u>date</u> ) and file an Affidavit of Service in the Provincial Court Registry by ( <u>date</u> ).  |
| S2  | Service Order and Documents              | The Applicant will have the respondent served with a copy of this Order and ( <u>documents</u> ) by ( <u>date</u> ) and file an Affidavit of Service in the Provincial Court Registry by ( <u>date</u> ).   |
| S3  | Sub Service                              | Under Rule 9 of the Provincial Court (Family) Rules, ( <u>name 1</u> ) may serve ( <u>name 2</u> ) with ( <u>document type</u> ) by ( <u>service method</u> ) and such service will be deemed sufficient service on ( <u>name 2</u> ) effective on the date of service.   |
| S4  | Service by Peace Officer                 | A copy of this order will be served on ( <u>name</u> ) by a ( <u>peace officer/ or/ Sheriff/or/member of the Royal Canadian Mounted Police</u> ) by ( <u>date</u> ) and that ( <u>peace officer/ or/ Sheriff/or/member of the Royal Canadian Mounted Police</u> ) will provide proof of service to the Provincial Court Registry at ( <u>location</u> ), British Columbia by ( <u>date</u> ). |
| S5  | Address for Service                      | The address for service of ( <u>name 1</u> ) must be ( <u>location</u> ) or such other address as may be set out in a Form 11 Notice of Change of Address filed with this Court and sent to ( <u>name 2</u> ).  |
| S6  | Provide Address and Telephone Number     | Each party must forthwith provide the other with their current address and telephone number and will provide to the other party any updates of their address and telephone number within 7 days of any change.  |
| <b>TRANSFER FILE Rule 19</b>  |  |   |
| T1  | Transfer File For All Purposes           | Under Rule 19 of the Provincial Court (Family) Rules, File No. _____ be transferred to the Provincial Court Registry at ( <u>location</u> ), British Columbia, for all purposes.  |
| T2  | Transfer File Single Purpose             | Under Rule 19 of the Provincial Court (Family) Rules, File No. _____ be transferred to the Provincial Court Registry at ( <u>location</u> ), British Columbia, for the purpose of hearing the application filed ( <u>filing date</u> ).   |
| <b>DISPENSE WITH SIGNATURE</b>  |  |   |
| U1  | Dispense with Signature                  | The requirement to obtain ( <u>name</u> )'s signature approving the form of this Order is dispensed with.   |

## SUPPORT MATTERS

### CHILD SUPPORT s. 149

|    |                                   |   |
|----|-----------------------------------|---|
| G1 | Income Finding                    | (name) is found to be a resident of British Columbia and is found to have a gross annual income of \$ ____.   |
| G2 | Imputed Income                    | (name) is found to be a resident of British Columbia and is imputed to have a gross annual income of \$ ____.   |
| G3 | 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 ____ day of each and every month thereafter, for as long as the child(ren) is/are eligible for support under the <i>Family Law Act</i> or until further Court order.   |
| G4 | Extraordinary Expenses            | (name 1) will pay to (name 2) his/her proportional share for the child(ren)'s special or extraordinary expenses. The parties' respective proportional shares are (name 1) (share amount)% and (name 2) (share amount)%. The following expenses will be special or extraordinary expenses (insert list/include such other expenses as agreed to by the parties). |
| G5 | Shared Custody                    | The parties have a shared custody arrangement as defined under s. 9 of the Child Support Guidelines.  |
| G6 | Split Custody                     | The parties have a split custody arrangement as defined under s. 8 of the Child Support Guidelines.   |
| G7 | Cancellation of Support Order     | The Order of the Honourable Judge ____ made (date) is cancelled effective ____ (and as of said date, any arrears of support are also cancelled as well as any statutory default fees or statutory interest on the arrears, if any).   |
| G8 | Cancellation of Fees and Interest | This Court further orders that any statutory default fees charged pursuant to the <i>Family Maintenance Enforcement Act</i> are cancelled pursuant to the <i>Family Maintenance Enforcement Act</i> s. 14.4(6) and any statutory interest on support arrears are cancelled pursuant to s. 174(4) of the <i>Family Law Act (FLA)</i> .                           |

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

|    |                                   |   |
|----|-----------------------------------|---|
| H1 | 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 ____ day of each and every month thereafter until (end date), at which time spousal support will be terminated. |
| H2 | 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 ____ day of each and every month thereafter until (end date), at which time spousal support will be reviewed.   |

### ARREARS

|    |                                   |   |
|----|-----------------------------------|---|
| J1 | Arrears Quantum Only              | The arrears owing from (name 1) to (name 2) as of (date) are \$ ____, including principal and interest.   |
| J2 | Arrears Quantum with Default Fees | The arrears owing from (name 1) to (name 2) as of (date) are \$ ____, including principal and interest and default fees.  |
| J3 | Arrears Payment                   | (name 1) will pay to (name 2) a minimum of \$ ____ per month towards the arrears of support, in addition to regular monthly support payments, commencing on (start date) and continuing on the ____ day of each month thereafter until the arrears are paid in full or until further Court Order. |

### FINANCIAL DISCLOSURE

|    |                             |   |
|----|-----------------------------|---|
| K1 | Form 4 Financial Disclosure | (name) will complete, file with the Registry of this Court, and deliver to (name) 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).  |
| K2 | 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.   |
| K3 | Changes to the Order        | Under s.222 of the <i>FLA</i> 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.  |
| K4 | Monetary Penalties          | Pursuant to s. 213(2)(d)(ii) of the <i>FLA</i> , (name 1) must pay to (name 2) the sum of \$ ____ as a penalty for (non-disclosure of financial information / failure to provide necessary financial disclosure / providing incomplete, misleading or false financial information).   |
| K5 | Expenses                    | Pursuant to s. 213(2)(d)(i) of the <i>FLA</i> , (name 1) must pay to (name 2) the sum of \$ ____ for expenses (name 2) reasonably and necessarily incurred as a result of (non-disclosure / failure to provide necessary financial disclosure / providing incomplete, misleading or false financial information).   |
| K6 | Time to Pay Penalty         | This (penalty / sum payable for expenses) must be paid on or before (date).   |
| K7 | Contempt and Imprisonment   | 6.1 Upon the Court finding that:<br>(a) (name) has failed to comply with the Order of (____);<br>(b) no other order under this <i>Act</i> will be sufficient to secure the compliance of (name);<br>(c) (name) has been given a reasonable opportunity to explain his/her non-compliance and show why an order for his/her imprisonment should not be made,<br>pursuant to s. 231 of the <i>FLA</i> , (name) must be imprisoned for (up to 30) days, commencing (date) and continuing until the sentence is served in full. |
| K8 | Filing Deadline             | (name 1) must file and serve on (name 2) (within ____ days / on or before (date)), the following documents: (insert list).  |

|     |                         |  |
|-----|-------------------------|--|
| K9  | Business Incorporated   | <p>Where (<u>name 1</u>) is a shareholder, director, or officer of a corporation:</p> <p>(a) Financial Statements for the corporation or any subsidiaries for the most recent 3 (three) taxation years;</p> <p>(b) income tax returns and notices of assessment or reassessment for the corporation for the most recent 3 (three) years;</p> <p>(c) a statement showing the breakdown and particulars of all amounts paid by the corporation as salaries, wages, management fees, or other payments or benefits to or on behalf of persons with whom the corporation does not deal with at arm's length (including, but not limited to, (<u>name 1</u>)'s spouse, children, parents, siblings, girlfriend or boyfriend).</p>   |
| K10 | Business Unincorporated | <p>Where (<u>name 1</u>) is self-employed (which includes a sole proprietorship or an unincorporated partnership or professional practice):</p> <p>(a) if available, Financial Statements for the business/sole proprietorship, or partnership of the most recent 3 (three) taxation years;</p> <p>(b) the complete T1 tax return with all schedules of (<u>name 1</u>), or of each partner of the partnership to include, but not be limited to, the schedule setting out the Revenue and Expenses of the business of the most recent 3 (three) taxation years;</p> <p>(c) a breakdown of all amounts paid as salaries, wages, management fees or other payments or benefits to (<u>name 1</u>) or to or on behalf of a person with whom (<u>name 1</u>) does not deal with at an arm's length (including, but not limited to, (<u>name 1</u>)'s spouse, children, parents, siblings, girlfriend or boyfriend) of the most recent 3 (three) taxation years.</p> <p><b>**Note:</b> The Court cannot order a Party to produce documents of the corporation, partnership, or proprietorship that the Party cannot get access to under the <i>Business Corporation Act</i> (ex. if the Party is a shareholder).</p> |
| K11 | Partnership             | <p>Where (<u>name 1</u>) is in a partnership or professional practice:</p> <p>(a) a statement which sets out the income, draws, and capital in the partnership, for the most recent 3 (three) taxation years.</p> <p>(b) for the most recent 3 (three) taxation years, a copy of tax returns for the Trust;</p> <p>(c) for the most recent 3 (three) taxation years, a copy of the Financial Statements of the Trust.</p>  |

## Protection Orders s. 183

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

There are important differences between **Protection Orders** made under Part 9 (ss. 182 to 191) when a Court determines family violence is likely to occur and **Conduct Orders** made under Part 10 Division 5 (ss. 222 to 228) or **non-removal orders** made under s. 64, in circumstances that do not involve family violence. Protection Orders are sent to the **Protection Order Registry** by Court Services and they are enforced under the *Criminal Code*. Conduct Orders are enforced under the *Family Law Act*. It is particularly important to use **precise wording and statute sections in Protection and Conduct Orders** to make it clear which type of order is being made.

|     |                            |  |
|-----|----------------------------|--|
| V1  | No Contact                 | Under s. 183(3)(a) of the <i>Family Law Act (FLA)</i> , ( <u>name 1</u> ) must not have contact or communicate directly or indirectly with ( <u>name 2</u> ) except:<br>(a) While in attendance at a settlement conference or family case conference in a court action, or a court appearance in which ( <u>name 1</u> ) is compelled by law to attend under subpoena or in which ( <u>name 1</u> ) is a party; and,<br>(b) For communication through legal counsel in ( <u>name 1</u> )'s absence.<br>If a family case conference is an exception to a no contact order, the case conference must be held in a courtroom or conference room in the presence of a sheriff.   |
| V2  | No Contact and Children    | Under s. 183(3)(a) of the <i>Family Law Act (FLA)</i> , ( <u>name 1</u> ) must not have contact or communicate directly or indirectly with ( <u>name 2</u> ) or the child(ren), ( <u>child name(s)</u> ) except:<br>(a) While in attendance at a settlement conference or family case conference in a court action, or a court appearance in which ( <u>name 1</u> ) is compelled by law to attend under subpoena or in which ( <u>name 1</u> ) is a party; and,<br>(b) For communication through legal counsel in ( <u>name 1</u> )'s absence.<br>If a family case conference is an exception to a no contact order, the case conference must be held in a courtroom or conference room in the presence of a sheriff. |
| V3  | No Go                      | Under s. 183(3)(a) of the <i>FLA</i> , ( <u>name 1</u> ) must not attend at, enter or be found within ( <u>distance</u> ) of the residence, place of employment or school of ( <u>name 2</u> ), even if he or she is an owner or has a right to possess or enter such a place.   |
| V4  | No Go and Children         | Under s. 183(3)(a) of the <i>FLA</i> , ( <u>name 1</u> ) must not attend at, enter or be found within ( <u>distance</u> ) of the residence, place of employment or school of ( <u>name 2</u> ) or the child(ren) ( <u>child name(s)</u> ), even if he or she is an owner or has a right to possess or enter such a place.  |
| V5  | No Contact Except          | Under s. 183(3)(b) of the <i>FLA</i> , ( <u>name 1</u> ) must not have contact or communicate directly or indirectly with ( <u>name 2</u> ) except for the following: _____.   |
| V6  | Weapons Prohibition        | Under s.183(3)(a) of the <i>FLA</i> , ( <u>name</u> ) must not own, possess or carry any weapons as defined by s. 2 of the <i>Criminal Code</i> of Canada, or any knives except while preparing and consuming food.  |
| V7  | Firearms Prohibition       | Under s.183(3)(a) of the <i>FLA</i> , ( <u>name</u> ) must 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.  |
| V8  | Surrender Firearms         | Under s.183(3)(e) of the <i>FLA</i> , ( <u>name</u> ) must 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.   |
| V9  | Remove Weapons             | Under s. 183(3)(c)(iii) of the <i>FLA</i> , 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 ( <u>name</u> ) any weapons as that term is defined in s. 2 of the <i>Criminal Code of Canada</i> and related documents, and hold such items seized until further order of the Court.  |
| V10 | Remove from Residence      | Under s. 183(3)(c)(i) of the <i>FLA</i> , 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 ( <u>name and DOB</u> ) from the residence located at ( <u>address and city</u> ), British Columbia.   |
| V11 | Remove Belongings          | Under s. 183(3)(c)(ii) of the <i>FLA</i> , 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 ( <u>name</u> ) to attend the residence located at ( <u>address and city</u> ), British Columbia on one occasion, to supervise the removal of his or her personal belongings.  |
| V12 | Remove Belongings Children | Under s. 183(3)(c)(ii) of the <i>FLA</i> , 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 ( <u>name</u> ) to attend the residence located at ( <u>address and city</u> ), British Columbia on one occasion, to supervise the removal of his or her personal belongings and personal belongings of the child(ren).  |
| V13 | Carry a Copy               | Under s.183(3)(e) of the <i>FLA</i> , ( <u>name</u> ) must 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.  |
| V14 | Expiry Date                | Under s. 183(4) of the <i>FLA</i> , this Order will expire on ( <u>date</u> ) at ( <u>time</u> ).  |
| V15 | Liberty to Set Aside       | ( <u>name 1</u> ) may apply to set aside this Order with ( <u>number</u> ) days' notice to ( <u>name 2</u> ).  |