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FLA ORDERS PICKLIST

Refer to the letter-number code to assist your clerk in recording the order

RECITAL

A1	Recital – Name and DOB of Child	Upon the Court being advised that the name and birth date of each child is as follows:
A2	Recital – Respondent Served but not Present	[And] Upon hearing (<i>name of applicant</i>) and with (<i>name of respondent</i>) not appearing despite having been personally served/substitutionally served pursuant to the order of [<i>date of substitutional service order</i>]/notified:
A3	Recital – Without Notice	[And] Upon hearing (<i>name of applicant</i>) and without notice to (<i>name of respondent</i>):

DIRECTIONAL ORDERS

A4	Adjourned to JCM	The matter is adjourned to the JCM for _____.
A5	Application Dismissed	The (type of application and/or issue) filed on (date) by (name) is dismissed.
A6	Cancel Dates	The (type of appearance) scheduled for (date) is hereby cancelled.
A7	Removed as Counsel of Record	(Counsel's name) is removed as counsel of record for (party's name).
A8	Seized Judge	Pursuant to s. 223(1)(c) of the Family Law Act, the Honourable Judge _____ is seized of (type of application/matter), Document No. **
A9	Amend Style of Cause	The Applicant's / Respondent's name in the Style of Cause is amended from (<u>previous name</u>) to (<u>new name</u>).
REMINDER: Do not seize another judge of a file without first discussing this with the other judge		

GUARDIANSHIP (ss. 39 & 51, Rule 18.1)

B1	Guardianship Presumed s. 39(1) – Parents Lived Together	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) – Parents Never Lived Together	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 (If Form 34 has been filed)	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 (where Form 34 has not been filed)	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>). [<i>max 90 days unless renewed</i>]
B5	Termination of Guardianship	Pursuant to s. 51(1)(b), (<u>name</u>)'s guardianship of the child(ren) is terminated.

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

C1	Sole Responsibility for all or some parental responsibilities	Under s. 40(3)(a) of the <i>FLA</i> (<u>name</u>) will solely have all of the parental responsibilities for the child(ren) as set out in s. 41 of the <i>FLA</i> .
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C2	Sole Responsibility for all or some parental responsibilities as listed	<p>Under s. 40(3)(a) of the <i>FLA</i> (<u>name</u>) will solely have all of the parental responsibilities for the child(ren) as set out in s. 41 of the <i>FLA</i>:</p> <ul style="list-style-type: none"> (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(ren) 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 <i>Infants Act</i>, 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, except in relation to health care provided pursuant to sec. 17 of the <i>Infants Act</i>; (k) Subject to any applicable provincial legislation: <ul style="list-style-type: none"> (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.
C3	Equal Responsibility	<p>Under s. 40(2) of the <i>FLA</i> the guardians will share equally all parental responsibilities for the child(ren) as set out in s. 41 of the <i>FLA</i>.</p>
C4	Equal Responsibility with parental responsibilities listed	<p>Under s. 40(2) of the <i>FLA</i> the guardians will share equally all parental responsibilities for the child(ren) as set out in s. 41 of the <i>FLA</i>:</p> <ul style="list-style-type: none"> (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(ren) 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 <i>Infants Act</i>, 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, except in relation to health care provided pursuant to sec. 17 of the <i>Infants Act</i>; (k) Subject to any applicable provincial legislation: <ul style="list-style-type: none"> (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.

C5	One Parent Has Final Say	Parental Responsibilities must be exercised as follows: a) Each guardian will have the obligation to advise the other guardian(s) of any matters of a significant nature affecting the child; b) 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; c) The guardians will have the obligation to discuss significant decisions with each other and the obligation to try to reach agreement on those decisions; d) In the event that the guardians cannot reach agreement on a significant decision despite their best efforts, (insert name) will be entitled to make those decisions and (insert name) will have the right to apply for directions on any decision considered to be contrary to the best interests of the child, under s.49 of the <i>FLA</i>
C6	Inform Guardians	Each guardian will advise the other guardian of any matters of a significant nature affecting the child(ren).
C7	Consult Guardians	Each guardian will consult the other guardian about any important decisions that must be made about the children and will try to reach agreement concerning these important issues.
C8	Decision Making s. 49	Under s. 49 if the guardians cannot agree on a parental responsibility, (name) must make the decision and (name) may apply for a review of that decision under s. 49 of the <i>FLA</i> .
C9	Religious Upbringing	Neither guardian shall interfere with the religious observances of the other guardian with the Child. (and/or) Neither guardian shall place the Child into formal religious education without the written consent of the other guardian.

TRAVEL / PASSPORT (s. 41)

Consider if an order requiring the posting of security funds is necessary

D1	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).
D2	Consent for Passports	No guardian will apply for a passport for the child(ren) without the written consent of the other guardian.
D3	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.
D4	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.
D5	Travel Outside BC (possible terms)	THIS COURT ORDERS THAT either party is at liberty to travel with the child overnight outside British Columbia on the following terms: a. A party wishing to travel may deliver written notice of proposed travel to the other party at least 30 days prior to intended departure, including a detailed itinerary, flight arrangements, accommodations, contact details for each day of the proposed trip and the plan for scheduling contact with the other parent; b. The other party must respond in writing to the notice of proposed travel within 14 days by giving their consent or by providing reasons for withholding consent, which consent shall not be unreasonably withheld. If consent is withheld the party proposing travel may apply to the Court on notice for an Order seeking permission for the child to travel; c. The parties must not discuss any proposed travel with the child until consent or permission to travel has been finalized;

		<p>d. If requested, the travelling party must provide the other party with a copy of the child's travel tickets for departure and return flights;</p> <p>e. The parties agree that Canada and British Columbia are the exclusive jurisdiction for any application under the Hague Convention on Civil Aspects for International Child Abduction, and that British Columbia is the child's place of habitual residence.</p>
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PARENTING TIME (s. 45)

E1	Equal Parenting Time	The guardians will share parenting time equally as agreed between them.
E2	All the Parenting Time	(name) will have all the parenting time with the child(ren)
E3	Reasonable Parenting Time	(name) will have reasonable parenting time at dates and times agreed between the guardians, and (name) will have all other parenting time.
E4	Liberal and Generous Parenting Time	(name) will have liberal and generous parenting time at dates and times agreed between the guardians, and (name) will have all other parenting time.
E5	Alternating weekly parenting time	The guardians will share parenting time based on an alternating weekly schedule, with [guardian 1] having parenting time from [specify the dates and time] starting [start date], and [guardian 2] having parenting time the following week from [specify dates and time]. The guardians will continue this alternating weekly schedule until further order of the Court or the written agreement of the guardians.
E6	Parenting Time Every Specified Day	(name) will have parenting time every (day of week) from (time 1) to (time 2), commencing (start date), and (name) will have all other parenting time.
E7	Parenting Time Alternate Specified Days	(name) will have parenting time on every alternate (day of week) from (time 1) to (time 2), commencing (start date), and (name) will have all other parenting time.
E8	Parenting Time Every Weekend	(name) will have parenting time every weekend from (day and time 1) until (day and time 2), commencing (start date), and (name) will have all other parenting time.
E9	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), and (name) will have all other parenting time.
E10	Statutory 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.
E11	Supervised Parenting Time	(name)'s parenting time will be supervised by (name) or another person agreed between the guardians.
E12	Parenting Time In Presence	(name)'s parenting time will take place in the presence of (name) or another person agreed between the guardians.
E13	Suspension of regular parenting time schedule during holidays	The regular parenting time schedule is suspended during the following holiday periods: (i.e. winter school holidays, spring school break, summer holidays)
E14	Winter Holidays Parenting Time	(name) will have the following parenting time during the winter school holidays:
E15	Spring Break Parenting Time	(name) will have the following parenting time during the spring school break:
E16	Summer Parenting Time	(name) will have the following parenting time with the child(ren) during the child(ren)'s summer holidays:
E17	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).
E18	Notice of Requested Summer Parenting Time	Each party will advise the other of their requested summer parenting time by May 1 (or such other date) of each year.
E19	Phone/Electronic Communication	(name) will have reasonable telephone and/or electronic communication with the child(ren).
E20	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).

CONTACT (s. 59)

F1	Reasonable Contact	(name) will have reasonable contact with the child(ren) at dates and times agreed between the parties.
F2	Liberal and Generous Contact	(name) will have liberal and generous contact with the child(ren) at dates and times agreed between the parties.
F3	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).
F4	Contact Alternate Specified Days	(name) will have contact with the child(ren) on every alternate (day of week) from (time 1) to (time 2), commencing (start date).
F5	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).
F6	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).
F7	Statutory 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.
F8	Supervised Contact	Under s. 59(3) of the <i>FLA</i> , (name)'s contact will be supervised by (name) or another person agreed between the parties.
F9	Contact in Presence	(name)'s contact will take place in the presence of (name) or another person agreed between the parties.
F10	Suspension of regular contact time schedule during holidays	The regular contact time schedule is suspended during the following holiday periods: (i.e. winter school holidays, spring school break, summer holidays)
F11	Winter Holidays Contact	(name) will have the following contact with the child(ren) during the school winter holidays:
F12	Spring Break Contact	(name) will have the following contact with the child(ren) during the school spring break:
F13	Summer Contact	(name) will have the following contact with the child(ren) during the child(ren)'s summer holidays:
F14	Phone/Electronic Communication	(name) will have reasonable telephone and/or electronic communication with the child(ren).
F15	Specified Phone and 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).

CONDITIONS RELATING TO PARENTING TIME/CONTACT (ss. 45 & 59)

G1	Parenting Time Transport	(name 1) will pick up and (name 2) will drop off the child(ren) at the beginning and end of (name)'s parenting times.
G2	Exchange	The child(ren) will be exchanged at (location).
G3	One party responsible for transportation of child	[name] will be responsible for the transportation of the child[ren] during all exchanges of the child[ren]
G4	Each party responsible for transportation of child	The party who is exercising time with the child[ren] will transport the child[ren] to the place of exchange for the other party to exercise time with the children.
G5	No Alcohol/Drugs	(name) will not consume alcohol or consume or possess any 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.
G6	COVID-19 Protocols	Pursuant to s. 227 of the <i>Family Law Act (FLA)</i> , each party must comply with all orders and directions issued in relation to COVID-19 Virus by the Federal and Provincial government, the Public Health offices of Canada and British Columbia and any health care practitioner caring for the child(ren) and the parties. Each party must also comply with the same directions by the Public Health entities in any foreign jurisdiction in which they are travelling with the child(ren).

CHANGING, SUSPENDING OR TERMINATING A COURT ORDER**(ss. 47, 60, 152, 167, 186, 187, 200, 215, Rule 20(4))**

H1	Change, Suspend or Terminate	The Order of The Honourable Judge (name) , made (date), is (a) changed as follows:____ OR (b) suspended until (date or circumstance) OR (c) terminated effective [date].
H2	Without Notice Order Changed, Suspended or Terminated	The Order of The Honourable Judge (name), made (date) in the absence of (name) is (a) changed as follows:____ OR (b) suspended until (date or circumstance) OR (c) terminated effective [date].
H3	Cancellation of a Support Order	The Order of the Honourable Judge____ made (date) is cancelled effective (date) (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).
H4	Cancellation of Statutory 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> .

SETTING ASIDE OR REPLACING WITH AN ORDER ALL OR PART OF AN AGREEMENT (s. 148(3) – CHILD SUPPORT AGREEMENT or s. 164(3) SPOUSAL SUPPORT AGREEMENT)

H5	Set aside or replace part of an agreement	Section _____ of the agreement dated [date] is set aside and replaced with the following order: _____ (repeat as required)
H6	Set aside or replace entire agreement	The agreement dated [date] is set aside in its entirety and replaced with the following orders: _____

NON-REMOVAL (s. 64) RELOCATION (ss. 46,65-71)

I1	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.
I2	Not Change Residence	Under s. 64(1) of the <i>FLA</i> , (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, or by Court order.
I3	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: _____.

CONDUCT ORDERS (ss. 222 – 227)

J1	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).
J2	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).
J3	Children's' Interests and 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).
J4	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).

J5	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.
J6	Report To	Under s. 227(b) of the <i>FLA</i> , (<u>name</u>) will report in person to (<u>the Court, named supervisor or counsellor</u>) no later than (<u>time</u>) on (<u>date</u>) at (<u>location</u>).
J7	Attend Counselling	Under s. 224(1)(b) of the <i>FLA</i> , (<u>name</u>) will enroll in (<u>type</u>) counselling, and provide confirmation of attendance to (<u>person or Court</u>) by (<u>date</u>).
J8	Complete Counselling	Under s. 224(1)(b) of the <i>FLA</i> , (<u>name</u>) will enroll in (<u>type</u>) counselling, and provide confirmation of completion to (<u>person or Court</u>) by (<u>date</u>).
J9	AA or NA	Under s. 224(1)(b) of the <i>FLA</i> , (<u>name</u>) will provide to (<u>person or Court</u>) proof of his or her attendance at no fewer than (<u>number</u>) meetings of Alcoholics Anonymous or Narcotics Anonymous each week during the duration of this Order.
J10	Dispute Resolution Participation	Under s. 224(1)(a) of the <i>FLA</i> , (<u>name</u>) and (<u>name</u>) will participate in family dispute resolution.
J11	Pay Fees	Under s. 224(2) of the <i>FLA</i> , (<u>name</u>) will pay the fees in relation to (family dispute resolution/counselling/specified services or programs).
J12	Prohibit From Filing	Under s. 222(c), (<u>name</u>) is prohibited from filing any further applications or motions without leave of the Court, save for a notice of motion to seek leave of the Court to file a further application or motion.
J13	Prohibit Application to Change Parenting Coordinator	Under s. 223 of the <i>FLA</i> , (<u>name</u>) shall be prohibited from making an application without leave of the Court respecting any matter over which a parenting coordinator has authority to act under (specified Order or Agreement) other than an application changing or setting aside a parenting coordinator determination.
J14	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.

ENFORCEMENT (DENIAL OF PARENTING TIME OR CONTACT)

COMPENSATORY TIME (S. 61(2))

K1	Family Dispute Resolution	Under <i>FLA</i> s. 61(2)(a), the parties shall participate in family dispute resolution
K2	Counselling, Services or Other Programs	Under <i>FLA</i> s. 61(2)(b), the parties/ [<u>name</u>]/the child(ren) shall attend counselling, specified services or programs [<i>provide specifics if available</i>]
K3	Compensatory Parenting Time or Contact	Under <i>FLA</i> [s. 61(2)(c) (<i>where denial is wrongful</i>) or s. 62(2) (<i>where denial is not wrongful</i>)], [<u>name</u>] may exercise compensatory parenting time/ contact with the child as follows:
K4	Reimburse Expenses	Under <i>FLA</i> s. 61(2)(d), [<u>name</u>] shall reimburse [<u>name</u>] in the amount of [\$.] on or before [<u>date</u>] for expenses reasonably and necessarily incurred by the applicant as a result of the denial. (<i>may include travel expenses, lost wages and child care expenses</i>)
K5	Supervised Transfer of Child	Under <i>FLA</i> s. 61(2)(e), the transfer of the child from [<u>name</u>] to [<u>name</u>] shall be supervised by [<u>name of third person</u>].
K6	Payment of Costs	Under <i>FLA</i> s. 61(3), the costs relating to the family dispute / resolution / counselling / service / program / transfer shall be /allocated between the parties as follows: [<u>name</u>] X% and [<u>name</u>] Y% / paid by [<u>name</u>] alone.
K7	Security or Reporting	Under <i>FLA</i> s. 61(2)(f), as the Court is satisfied that [<u>name</u>] may not comply with an order made under this section, [<u>name</u>] shall: (i) give security in the form of [<u>description</u>], OR (ii) report to the Court, or [<u>name of a person named by the court</u>], at the following time and manner, specifically [<i>provide details</i>].
K8	Payment	Under <i>FLA</i> s. 61(2)(g), [<u>name</u>] shall pay: (a) [an amount not exceeding \$5 000] to or for the benefit of [<u>name of the applicant or a child whose interests were affected by the denial</u>], to be paid on or before [<u>date</u>], OR (b) a fine of \$___ [<i>not exceeding \$5,000</i>] to the Clerk of the Court at the(<u>location</u>) Court Registry on or before (<u>date</u>), for non-compliance with the Order of The Honourable Judge ___, made (<u>date</u>).

ENFORCEMENT – FAILURE TO EXERCISE PARENTING TIME (s. 63)

K9	Family Dispute Resolution	Under <i>FLA</i> s. 63(1)(a), the parties shall participate in family dispute resolution as defined in s. 1 of the Family Law Act.
K10	Family Dispute Resolution with specific services listed	Under <i>FLA</i> s. 63(1)(a), the parties shall participate in family dispute resolution, including: (a) assistance from a family justice counsellor under Division 2 [<i>Family Justice Counsellors</i>] of Part 2, (b) the services of a parenting coordinator under Division 3 [<i>Parenting Coordinators</i>] of Part 2, (c) mediation, arbitration, collaborative family law and other processes, and (d) any prescribed processes
K11	Counselling, Services or Other Programs	Under <i>FLA</i> s. 63(1)(a), the parties/ [name]/the child(ren) shall attend counselling, specified services or programs [<i>provide specifics if available</i>].
K12	Supervised Transfer of Child	Under <i>FLA</i> s. 63(1)(a), the transfer of the child from [name] to [name] shall be supervised by [name of third person].
K13	Payment of Costs	Under <i>FLA</i> s. 63(2), the costs relating to the family dispute / resolution / counselling / service / program / transfer shall be allocated between the parties as follows: [name] X% and [name] Y% / paid by [name] alone
K14	Compensatory Parenting Time / Contact	Under <i>FLA</i> s. 63(1)(a), [name] may exercise compensatory parenting time/ contact with the child as follows: _____
K15	Reimburse Expenses	Under <i>FLA</i> s. 63(1)(b), [name] shall reimburse [name] for in the amount of [\$.] on or before [date] for expenses reasonably and necessarily incurred by the applicant as a result of the failure to exercise parenting time / contact (<i>may include travel expenses, lost wages and child care expenses</i>).
K16	Security or Reporting	Under <i>FLA</i> s. 63(1)(c), upon being satisfied that [name] may not comply with an order made under this section, [name] shall: (i) give security in the form of [description], OR (ii) report to the court, or [name of a person named by the court], at the following time and manner, specifically [<i>provide details</i>].

ENFORCEMENT – ORDERS RESPECTING CONDUCT (s. 228) OR GENERALLY (s. 230)(NB: SUPPORT ENFORCEMENT COMES UNDER THE *FMEA*)

K17	Payment	Under <i>FLA</i> s. 228(1)(c), [name] shall pay: (i) To [name] the sum of [\$.] on or before [date] to compensate for expenses reasonably and necessarily incurred as a result of the non-compliance with an order of this court dated [date] OR (ii) [an amount not exceeding \$5 000] to or for the benefit of [name of the applicant or a child whose interests were affected by the denial], to be paid on or before [date] OR (iii) a fine of \$ [not exceeding \$5,000] to the Clerk of the Court at the (name) Court Registry on or before (date), for non-compliance with the Order of The Honourable Judge (name), made (date).
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ENFORCEMENT – EXTRAORDINARY REMEDIES – POLICE ENFORCEMENT

(s. 231 – FAILURE TO COMPLY WITH AN ORDER AND NO OTHER ORDER WILL SECURE COMPLIANCE)

K18	Imprisonment (Option 1)	(name) be imprisoned for a term of ____ days for non-compliance with the order of the Honourable Judge (name) made (date), due to (<i>describe non-compliance and set out dates(s) of non-compliance</i>).
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K19	Imprisonment (Option 2)	Upon the Court finding that: (a) <i>(name)</i> has failed to comply with the Order of The Honourable Judge <i>(name)</i> ; (b) No other order under this <i>Act</i> will be sufficient to secure the compliance of <i>(name)</i> ; (c) <i>(name)</i> 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, pursuant to s.231 of the <i>FLA</i> , <i>(name)</i> shall be imprisoned for <i>(up to 30)</i> days, commencing <i>(date)</i> and continuing until the sentence is served in full.
K20	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) <i>(child name(s))</i> and take the child(ren) to <i>(name)</i> .
K21	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) <i>(child name(s))</i> and take the child(ren) to <i>(name)</i> .
K22	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.

SECURITY FUNDS (s. 227(a))

L1	Security Funds	Pursuant to <i>FLA</i> s. 227(a), <i>[name]</i> shall pay to the Court the sum of <i>[\$amount]</i> on or before <i>[date]</i> , which will be held as security by the Court <i>[set out purpose of the security][or][to ensure that the order permitting travel by [name of guardian who is travelling] with the child(ren) is complied with.]</i>
L2	Provide Proof of Payment	If security funds are paid into Court as ordered, then <i>[name of guardian paying the funds]</i> shall forthwith provide a copy of the proof of payment to <i>[name of other guardian]</i> .
L3	If funds are not paid	If the security funds are not paid to the Court by the required date, then the order <i>[describe order][or][permitting travel by [name of guardian who is travelling] with the child(ren)]</i> is cancelled.
L4	Release of security funds	If security funds are paid into Court, those funds shall only be released on terms as ordered by the Court, <i>[which may include the forfeiture of the security funds if [name of travelling guardian] does not comply with the order permitting travel with the child(ren)]</i> .

PARENTAGE (s. 33(2)(b))

M1	DNA Test	Under s. 33(2)(b) 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.
M2	DNA Test Costs	Under s. 33(3) of the <i>FLA</i> , the costs for conducting parentage tests will be (a) paid entirely by <i>(name)</i> OR (b) shared by the parties as follows: _____ OR (c) paid initially by <i>(name)</i> with the final sharing of the expense to be determined by the Court at a later time.

SECTION 211 REPORT

N1	Full Report	(A Family Justice Counsellor or named preparer) will prepare a full s.211 Report to assess <i>(state issue(s))</i> .
N2	Views of the Child Report	(A Family Justice Counsellor or named preparer) will prepare a s. 211 Views of the Child Report to assess <i>(state issue(s))</i> .
N3	Cost of Report	The cost of the s. 211 report will be (a) paid entirely by _____ OR (b) be shared by the parties as follows: _____

NON-EVALUATIVE VIEWS OF THE CHILD REPORT (s. 37(2)(b), 202, 224(1)(b))

O1	Order non-evaluative views of the child report	Pursuant to ss. 37(2)(b), 202 and 224(1)(b), a non-evaluative Views of the Child Report will be prepared for [<i>name and birthdate for each child</i>] (the Child(ren)) by [<i>name of interviewer</i>], being a qualified neutral child interviewer as agreed to by the parties or as ordered by the Court.
O2	Cooperate with interviewer	The parties will cooperate with the neutral child interviewer with respect to the preparation of the Views of the Child report, including the transportation of the Child(ren) to and from interview meetings
O3	Cost of Report	The cost of the Views of the Child Report will be (1) shared equally by the parties OR (2) shared by the parties in the following proportions: ___% by [party 1] and ___% by [party 2] OR (3) paid entirely by [party name]
O4	Provide copy of report	The neutral child interviewer will provide a copy of the completed Views of the Child Report to all parties and file the report with the Court.
O5	Provide order	[name of party] will provide a copy of this Order to the neutral child interviewer

RULE 5 MEETING WITH FAMILY JUSTICE COUNSELLOR

– VANCOUVER, NANAIMO AND KELOWNA REGISTRIES ONLY

P1	Dispense with Compliance	The requirement for (name) to comply with Provincial Court (Family) Rule 5(3) is dispensed with.
P2	Defer Compliance	The requirement for (name) to comply with Provincial Court (Family) Rule 5(3) is deferred until (date or event).
P3	Rule 5(3) does not apply	Provincial Court (Family) Rule 5(3) does not apply to the application filed (date) and this matter is referred to the judicial case manager to set a hearing at the earliest opportunity.

PARENTING AFTER SEPARATION (RULE 21)

Abbotsford, Campbell River, Chilliwack, Courtenay, Kamloops, Kelowna, Nanaimo, New Westminster, North Vancouver, Penticton, Port Coquitlam, Prince George, Richmond, Surrey, Vancouver (Robson Square), Vernon and Victoria

P4	Complete PAS	Pursuant to Rule 21, (name) shall complete the Parenting After Separation Program and file a certificate of completion of the program on or before [date].
P5	PAS dispensed with	Pursuant to Rule 21(4), the requirement for (name) to complete the Parenting After Separation Program is dispensed with.
P6	PAS deferred	Pursuant to Rule 21(4), the requirement for (name) to complete the Parenting After Separation Program is deferred until [date].

EARLY RESOLUTION PROCESS – VICTORIA AND SURREY REGISTRIES ONLY (RULE 5.01)

P7	Dispense with Rule 5.01	Under Rule 20(2) of the Provincial Court (Family) Rules, the requirement for (<u>name</u>) to meet with a Family Justice Counsellor and/or participate in the Early Resolution and Case Management Model is dispensed with.
P8	Defer Rule 5.01	Under Rule 20(2) of the Provincial Court (Family) Rules, the requirement for (<u>name</u>) to participate in the Early Resolution and Case Management Model is deferred until (<u>date</u>).
P9	Comply with Rule 5.01	(<u>name or the parties</u>) are to comply with Rule 5.01 of Appendix B of the Provincial Court (Family) Rules by participating in the Early Resolution and Case Management Model by (<u>date</u>).

SERVICE (RULE 9)

Q1	Personal Service	(Name 1) will have an adult other than (Name 1) serve (Name 2) personally with <i>[list documents]</i> and file an affidavit of service with the Provincial Court Registry by <i>(date)</i> .
Q2	Service by Peace Officer	Under Rule 9(7)(a) of the Provincial Court (Family) Rules, a copy of this order will be served on <i>(name)</i> by a <i>(peace officer/ or/ Sheriff/or/member of the Royal Canadian Mounted Police)</i> by <i>(date)</i> and that <i>(peace officer/ or/ Sheriff/or/member of the Royal Canadian Mounted Police)</i> will provide proof of service to the Provincial Court Registry in <i>(location)</i> , British Columbia by <i>(date)</i> .
Q3	Address for Service	The address for service of <i>(name 1)</i> shall be <i>(location)</i> 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 <i>(name 2)</i> .

SUBSTITUTIONAL SERVICE (RULE 9(7))

- See Rule 2(3) – service must be by someone other than the applicant who is 19 years or older unless a judge orders otherwise under Rule 9(7)
- See Rule 9 - Other Rules about Service and Proving Service (Service on lawyer, by regular mail, registered mail, fax and email. This does not apply to Form 1 (Application to Obtain an Order), Form 2 (Application Respecting Existing Orders or Agreements), Form 22 (Application to Recognize an Extraprovincial Order for Guardianship, Parenting Arrangements or Contact) or Form 23 (Request for Court Enforcement Under the FMEA)

Q4	Substitutional Service (if personal service is not possible)	Pursuant to Rule 9(7), the required documents may be served on the respondent <i>[name]</i> by (1) a person other than the applicant who is 19 years or older, OR (2) <i>[name of person, who may include the applicant]</i> by means of <i>(select one or more)</i> : <ol style="list-style-type: none"> 1. Regular mail sent to <i>[address]</i> 2. Registered mail that requires the respondent to sign to acknowledge delivery, sent to <i>[address]</i> 3. Registered mail that does not require the respondent to sign to acknowledge delivery, sent to <i>[address]</i> 4. Posting the required documents in a sealed envelope addressed to <i>[name of respondent]</i> to the door at <i>[address]</i> 5. A text message attaching the required documents, sent to <i>[phone number]</i> 6. A private message sent to the respondent by way of <i>[Facebook or other specified social media platform]</i> attaching the required documents. 7. Leaving the required documents in a sealed envelope addressed to the respondent with any person who appears to be aged 19 years or over at <i>[address]</i> 8. Leaving the required documents in a sealed envelope addressed to the respondent with <i>[name of specific person]</i> 9. By email sent to <i>[email address]</i> 10. By posting notice in Form 12 of the application in one <i>(or more)</i> edition of a newspaper with regular circulation in <i>[specify area]</i>
Q5	File Proof of Service	The applicant shall ensure that proof of service of the required documents is filed with the Court Registry along with confirmation of the date of service no later than 7 days after completion of service.
Q6	Form of Proof of Service (for all Registries except ERP Registries Victoria and Surrey)	The required proof of service will be a sworn affidavit or certificate of service stating that the required documents were sent or delivered in the required manner, and attaching as an exhibit <i>(select one or more)</i> <ol style="list-style-type: none"> 1. A copy of the required documents for service 2. A copy of the acknowledgement of receipt of the required documents signed by the respondent 3. A copy of the email sending the required documents 4. A screen shot of the text message/private message sending the required documents 5. A picture showing the required documents posted to a door as required 6. A copy of the required newspaper advertisement
Q7	Deemed to Have Been Served	The respondent will be deemed to have been served with the required documents <i>[insert number]</i> days after the date of service.
Q8	Time for Respondent to File a Reply	Pursuant to Rule 20(2), the time for the respondent to file a Form 3 Reply or Reply and Counterclaim to the application is ___ days. <i>[use only if the time to file a reply is different from the 30 days set by Rule 3(2)]</i>

Q9	Reschedule Notice of Motion	Pursuant to Rule 20(1), the notice of motion filed [date] is adjourned to [date and time] [<i>Rule 12(1)(b) normally requires that a motion be served at least 7 days before the hearing</i>]
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TRANSFER FILE (RULE 19)

R1	Transfer File For All Purposes	Under Rule 19 of the Provincial Court (Family) Rules, File No. ___ shall be transferred to the Provincial Court Registry at (location), British Columbia, for all purposes.
R2	Transfer File Single Purpose	Under Rule 19 of the Provincial Court (Family) Rules, File No. ___ shall be transferred to the Provincial Court Registry at (location), British Columbia, for the purpose of hearing the application filed (filing date).

GENERAL DISCLOSURE (RULE 20(6))

R3	Party to Party Disclosure prior to trial	(name 1) shall provide to (name 2) all documents, photos or other records which (name 2) intends to rely upon at trial by [date].
R4	Third Party Disclosure	<p>Upon (name of record holder) having been served and pursuant to Rule 20(6), (name of record holder) shall make available to (name of party), on or before [date], for the purposes of inspecting and obtaining copies, the following documents:</p> <p>In the alternative, (name of record holder) may instead provide photocopies of these documents to (name of party) on or before [date].</p> <p>(Name of record holder and name of party) are at liberty to apply for directions with respect to any issue arising from claims of privilege or other similar claims.</p> <p>(Name of party) shall reimburse (name of record holder) for reasonable photocopying and any delivery expenses incurred in relation to the provision of these documents.</p> <p>Any and all information disclosed by (the record holder) shall be limited to use in these proceedings.</p>

DISPENSE WITH SIGNATURE (RULE 18(4))

(Not required if a party is self-represented)

R5	Dispense with Signature	The requirement to obtain counsel for (name)'s signature approving the form of this Order is dispensed with.
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PARENTING COORDINATOR (FLA ss. 14 – 19, FLA REGULATIONS s 6)

R6	Retain Parenting Coordinator	Pursuant to s. 15 of the <i>Family Law Act</i> the parties will forthwith retain [name / a mutually agreed upon parenting coordinator] (the "Parenting Coordinator"), for a minimum term of twenty four (24) months, to resolve any contested issues regarding parenting arrangements [or list any other issues] of the child(ren), [name and DOB].
R7	Choice of Parenting Coordinator	If the guardians are unable to agree upon the choice of a Parenting Coordinator, either party may apply to this court to determine the choice of Parenting Coordinator, which application may be made before any judge of this court.
R8	Contract with Parenting Coordinator	Upon the selection of the Parenting Coordinator, the guardians will enter into a separate contract with the Parenting Coordinator within 30 days after the selection of the Parenting Coordinator
R9	Costs for Parenting Coordinator	The costs of the Parenting Coordinator will be [shared equally by the guardians / paid by the guardians with [name] paying X% of the costs and [name] paying Y% of the costs], with liberty to the parenting coordinator to reallocate the costs.
R10	Provide Financial Information to Parenting Coordinator	On or before [date], [first name] will provide to [second name] and to the Parenting Coordinator a sworn Financial Statement in Form 4, a copy of [first name] tax return for the 20** taxation year and any notices of assessment or re-assessment. The Parenting Coordinator may then re-allocate the costs for the parenting coordinator's services, as the parenting coordinator deems appropriate.
R11	Provide Documents	The guardians shall provide the Parenting Coordinator with the following documents: (1) Reasons for Judgment issued [date], (2) a copy of the s. 211 report prepared by [name] dated *** and (3) a copy of this Order.
R12	Assistance from	The Parenting Coordinator may assist the guardians in the following manner: a) by building consensus between the guardians, including, but not limited to, by: i. developing and instituting guidelines for the implementation of the

	Parenting Coordinator	<ul style="list-style-type: none"> ii. parenting terms of this Order; iii. developing and instituting guidelines for communications between the guardians; iv. identifying, creating and implementing strategies for resolving conflicts between the guardians; and iv. providing information respecting resources available to the guardians for the improvement of their communication or parenting skills. <p>b) subject to the specific provisions of this Order, pursuant to s. 18 of the <i>Family Law Act</i>, and in the event the guardians cannot agree on any matter respecting their parenting responsibilities as defined in s. 41 of the <i>Family Law Act</i>, by making a determination on such matters subject to s. 19 of the <i>Family Law Act</i>; or</p> <p>c) by issuing Recommendations and/or Proposed Protocols that the Parenting Coordinator believes would be in the best interest(s) of the Child(ren).</p>
R13	Refer Dispute to Parenting Coordinator	Subject to s. 6(4)(b) of the <i>Family Law Regulation</i> , B.C. Reg. 347/2102 and any applicable Order of the Court, if the guardians are unable to agree on any decision affecting the parenting responsibilities or parenting arrangements for the Child(ren), including the health, education or general welfare of the Child(ren), they will refer the dispute to the Parenting Coordinator for resolution. The guardians will not initiate or renew court proceedings on matters which are within the scope of the Parenting Coordinator's services.
R14	Application to court if failure to comply	Either guardian is at liberty to apply to the Court if either guardian fails to comply with the Determinations of the Parenting Coordinator.
R15	Review of Parenting Coordinator Determination	Either guardian may ask the Court under s. 19 of <i>Family Law Act</i> to review a Determination of the Parenting Coordinator.

SOCIETY FOR CHILDREN AND YOUTH OF BC
APPOINTMENT OF COUNSEL FOR CHILDREN - FLA s. 202/203(1)

S1	Appointment of Counsel by Consent	The parties will use their best efforts to retain legal counsel for (child(ren)'s name), (date of birth) for which a referral will be made to the Society for Children and Youth of B.C.
S2	Appointment of SCYBC Counsel	Pursuant to section 202 and/or 203(1) of the <i>Family Law Act</i> , the child(ren), (name, date of birth) may be represented by counsel appointed by the Child and Youth Legal Center /(lawyer's name).
S3	Appointment of Independent Counsel	Pursuant to section 202 and/or 203(1) of the <i>Family Law Act</i> , (lawyer's name) is hereby appointed as independent counsel for the child(ren), (name, date of birth each child).
S4	Powers of Counsel	Counsel for the child shall have full power to act for the child(ren) as though he/she/they is/are a party to these proceedings and, without limiting the generality of the foregoing, counsel for the child(ren) is/are authorized to: <ul style="list-style-type: none"> a) Receive copies of correspondence between counsel (or the parties, if unrepresented) in relation to the proceedings, except for (<i>limit scope of disclosure to issues related to the children</i>); b) Receive copies of all professional reports and all records relating to the child(ren); c) Appear and participate in this proceeding, including the right to examine and cross-examine witnesses; and to call evidence and make submissions to the Court, such submissions to include positions advanced on behalf of the child(ren); d) Talk to and meet with the child(ren) alone and confidentially or with others at any location without prior notice to the parents, including but not limited to the child(ren)'s school; e) Talk to and meet with the child(ren) alone and confidentially, with reasonable prior notice to the parents, at the residence of either parent; f) Communicate directly with the parents of the child(ren) for the purpose of scheduling any matters relating to the child(ren); g) Apply to be removed as the legal representative of the child(ren), if counsel for the child(ren) believes that such involvement is no longer in the child(ren)'s best interest or as instructed to do so by the child(ren); and h) Take other steps as authorized by the Court.
S5	Release Information to Counsel	All third parties involved with the child(ren) and their guardians, including but not limited to the child(ren)'s teachers and school authorities, family and child counsellors and assessors, mediators, church representatives, visit supervisors, health care providers, psychologists, social workers and child welfare authorities are hereby authorized to release any and all information about the child(ren) to counsel for the child(ren) without the consent of the parents and/or guardians.
S6	Communications between parties and counsel	The parties may communicate with counsel for the child(ren) via email or written correspondence. All communications between the parties and counsel for the child(ren) are not confidential and may be disclosed to the other party.
S7	Report to the Court	Counsel for the child(ren) shall be permitted to provide a summary to this Court of the information acquired in the course of performing his or her duties and by doing so counsel for the child(ren) shall not be deemed to be a witness in these proceedings.
S8	Registry to Provide Copy of Order	The registry is directed to provide a copy of this order directly to the Child and Youth Legal Centre as soon as the order is entered.

SUPPORT MATTERS

ANNUAL INCOME RECITAL

T1	Income Finding	(name) is found to be a resident of British Columbia and is found to have a guideline annual income of \$ ____.
T2	Imputed Income	(name) is found to be a resident of British Columbia and is imputed to have a guideline annual income of \$ ____.

CHILD SUPPORT (s. 149, 152 & 170)

T3	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.
T4	Child Support – Both Parties Paying	(name 1) will pay to (name 2) the sum of \$ ____ per month and (name 2) will pay to (name 1) 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.
T5	Special or 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) and such other expenses as agreed to in writing by the parties).
T6	Payment of Expenses	(name 1), [or the Family Maintenance Enforcement Program on behalf of (name 1)], shall provide to (name 2) with a copy of the receipt or proof of payment for any special or extraordinary expenses, and (name 2) shall pay his/her proportional share of the expense to (name 1) within (time limit).

SPOUSAL SUPPORT (ss. 164, 165, 168 & 170)

T7	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.
T8	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.
T9	Cancellation of Spousal Support Order	The Order of the Honourable Judge ____ made (date) is cancelled effective (date) (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).

ARREARS

T10	Arrears	The arrears are fixed as of (date) at \$ ____ payable by (name 1) to (name 2), plus statutory interest and statutory default fees, if any
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FINANCIAL DISCLOSURE (Rule 4)

T11	Financial Disclosure (Form 4 or Form D)	(name) will complete, file with the Registry of this Court, and deliver to (name) a sworn Financial Statement in Form 4 (<i>Form D if in ERP Court</i>) of the Provincial Court (Family) Rules, including all attachments, by (due date).
T12	Annual Financial Disclosure with s. 7 Expenses Owed	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 the Canada Revenue Agency, immediately upon receipt.
T13	Annual Financial Disclosure with no s. 7 Expenses Owed	For as long as the child(ren) is/are eligible to receive child support, (payor) will provide to (recipient) (a) copies of his/her income tax return for the previous year, including all attachments, not later than (date) each year; and (b) copies of any Notice of Assessment or Reassessment provided by the Canada Revenue Agency, immediately upon receipt.
T14	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 may warrant a change in the amount or date of support

		payable. Any agreement to change the support payable will be set out in a Consent Order and filed with the Court in accordance with <i>Provincial Court (Family) Rule 14</i> .
T15	Filing Deadline	(name 1) must file and serve on (name 2) (within ____ days / on or before (date)), the following documents: <i>(insert list)</i> .
T16	Partnership or Beneficiary under a Trust	[name 1] shall file with the court and provide to [name 2] on or before [date], the following documents for the three (3) most recent taxation years: (a) (if applicable) a statement which sets out the income and draws from, and capital in, the partnership. (if applicable) a copy of the trust settlement agreements and a copy of the Financial Statements of the Trust.
T17	Business Unincorporated or Payor is Self-employed	[name 1] shall file with the court and provide to [name 2] on or before [date], the following documents for the three (3) most recent taxation years: (a) if available, Financial Statements for the business/sole proprietorship, or partnership; (b) the complete T1 tax return with all schedules of (name 1), 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; (c) a breakdown of all amounts paid as salaries, wages, management fees or other payments or benefits paid to or on behalf of a person with whom (name 1) does not deal with at arm's length (including, but not limited to, (name 1)'s spouse, children, parents, siblings, girlfriend or boyfriend).
T18	Corporate Income	[name 1] shall file with the court and provide to [name 2] on or before [date], the following documents for the three (3) most recent taxation years: (a) Financial Statements for [name of corporation]; (b) the complete T2 tax return with all schedules for [name of corporation] <i>**Note: The Court cannot order a Party to produce documents of the corporation, partnership, or proprietorship that the Party cannot get access to under the Business Corporation Act (ex. if the Party is a shareholder).</i>

FAMILY MAINTENANCE ENFORCEMENT ACT (“FMEA”)

NB: If the parties are registered with the Family Maintenance Enforcement Program, then enforcement by the Program is exclusive unless the creditor has received authorization. If the parties are not registered with the FMEP, then the Creditor may take certain actions to enforce the support order. The description of the orders will say if the order sought can be obtained by the Creditor, FMEP or both.

U1	Statement of Finances -Creditor or FMEP	Upon finding that [the Debtor] has failed to file a Statement of Finances under s. 12 or 13 of the <i>Family Maintenance Enforcement Act</i> , [the Debtor] shall provide full family financial disclosure including income, assets and expenses of him or herself and his or her spouse (if any), by filing with the registry, a completed Statement of Finances and the prescribed documents, and by delivering a copy of the said documents to [the Family Maintenance Enforcement Program or the Creditor] at [address], no later than 4:00 p.m. on [date].
U2	Detailed Order for Statement of Finances -Creditor or FMEP	<p>[Upon finding that [the Debtor] has failed to file a Financial Statement under s. 12 or 13 of the <i>Family Maintenance Enforcement Act</i>, [the Debtor] shall provide full family financial disclosure including income, assets and expenses of him or herself and his or her spouse (if any), by filing with the registry, a completed Statement of Finances and the prescribed documents listed below, and by delivering a copy of the said documents to [the Family Maintenance Enforcement Program or the Creditor] at [address], no later than 4:00 p.m. on [date].</p> <p>The prescribed documents are:</p> <ul style="list-style-type: none"> a) a copy, certified by Canada Revenue Agency, of each of the three most recent income tax returns filed with Canada Revenue Agency by [payor] and of the assessment notice that relates to each of those returns; b) a copy of each pay stub or similar statement received during the past six months by or on behalf of [payor] from his/her employer to account for his/her employee income and deductions; c) a copy of each statement of income other than employee income received during the past six months by or on behalf of [payor], including employment insurance, disability, pension, superannuation and workers' compensation benefits; d) a copy of the most recent assessment notice for each property in which [payor] holds a beneficial interest; e) a copy of each statement of account received during the past twelve months by [payor] from a savings institution, insurer, broker or other investment institution; and f) a copy of each credit card statement [payor] has received during the past twelve months.
U3	Payment to creditor upon failure to file Statement of Finances FMEA s. 14(1)(b) – Creditor Only	Upon finding that [debtor] has failed to file a Statement of Finances under s. 13 of the <i>Family Maintenance Enforcement Act</i> , and upon application by [creditor], [debtor] shall pay for the benefit of [creditor] the sum of \$_____. [NB: not greater than \$5,000].

U4	<p>Fixing Arrears For Enforcement Purposes [NB: FMEP is entitled to collect default fees, but the Creditor is not; both are entitled to collect statutory interest under FMEA, s. 11.1]</p> <p>-Creditor or FMEP</p>	<p>For enforcement purposes only, the arrears are fixed as of ***, 20** in the amount of \$*** inclusive of statutory interest plus statutory default fees of \$***.</p>
U5	<p>Fixing Arrears without prejudice to application to change [NB: FMEP is entitled to collect default fees, but the Creditor is not; both are entitled to collect statutory interest under FMEA, s. 11.1]</p> <p>-Creditor or FMEP</p>	<p>For enforcement purposes only, the arrears are fixed as of ***, 20** in the amount of \$*** in regular maintenance plus statutory interest and statutory default fees payable by [payor] as of [date], without prejudice to the right of [payor] to apply to [the BC Supreme Court/ this Court] to cancel or reduce the arrears of maintenance, interest or fees.</p>
U6	<p>Fixing Arrears with reference to statutory provisions for interest and default fees. [NB: FMEP is entitled to collect default fees, but the Creditor is not; both are entitled to collect statutory interest under FMEA, s. 11.1]</p> <p>-Creditor or FMEP</p>	<p>For enforcement purposes only, the arrears are fixed as of ****, 20** in the amount of \$**** in regular maintenance payable by *** to ****, plus statutory interest charged pursuant to section 11.1 of the <i>Family Maintenance Enforcement Act</i> and statutory default fees charged pursuant to section 14.4 of the <i>Family Maintenance Enforcement Act</i>.</p>
U7	<p>Payment of Arrears</p> <p>-Creditor or FMEP</p>	<p>[Debtor] will pay to [creditor] towards the arrears in maintenance and in addition to the regular monthly maintenance payments, the minimum sum of \$**** per month starting ****, 20** and continuing on the 1st day of each month thereafter until the arrears are paid in full or further order of the Court</p>
U8	<p>Payment of fixed sum towards ongoing support, if any, and to arrears</p> <p>-Creditor or FMEP</p>	<p>[Debtor] will pay to [creditor] a minimum sum of \$**** per month starting ****, 20** and continuing on the 1st day of each month thereafter, which sum will be allocated towards payment of the ongoing maintenance owed, if any, pursuant to the order of Judge **** dated ****, 20**, or any variation of that order, and the balance towards the arrears of maintenance, statutory interest and fees, until the arrears are paid in full.</p>
U9	<p>Orders at Default Hearing – immediate payment</p> <p>-Creditor or FMEP</p>	<p>Pursuant to <i>FMEA</i> s. 21(1)(c), [debtor] shall pay immediately to [creditor or FMEP] the sum of \$ _____ or, despite s. 82 of the <i>Offence Act</i>, be imprisoned immediately for a period of _____ [up to 30 days].</p>
U10	<p>Method of Payment</p> <p>-FMEP</p>	<p>Payments will be made payable to [creditor] and sent care of the Director of Maintenance Enforcement, Payment Services, PO Box 5599, Victoria BC V8R 6T7 or by such other payment method as the Director of Maintenance Enforcement may agree.</p>
U11	<p>Default Time</p> <p>-Creditor or FMEP</p>	<p>In default of each payment as set out above, [debtor] shall be imprisoned in a British Columbia Correctional Centre for a period of ***** days consecutive for each default in payment, unless he***she shows cause why he***she should not be so imprisoned.</p>
U12	<p>Reduced Payment Term</p> <p>-Creditor or FMEP</p>	<p>Pursuant to section 21(3) of the <i>Family Maintenance Enforcement Act</i>, this Court orders that [debtor] make periodic payments under the order made by *** on ***, in the *** Court, *** Registry No. ***, in the reduced sum of \$***, commencing ***and continuing on the 1st day of each month thereafter up to and including ***, and the amount by which the regular maintenance payments of \$*** are reduced, being \$***, shall be added to the aggregate of the arrears.</p>

U13	Reporting Order – Provide Statement of Income and expenses FMEA s. 21(1)(a) – Creditor or FMEP	Having found that [debtor] is unable to pay the arrears in full, [debtor] shall report to [the court, the Director of Maintenance Enforcement, or a person designated by name or position] by completing a Statement of Income and Expenses in the prescribed form and mailing it to [creditor/FMEP] on the ____ day of each month until further court order.:
U14	Reporting Order – Report Changes in Circumstances FMEA s. 21(1)(b) – Creditor or FMEP	Having found that [debtor] is unable to pay the arrears in full, [debtor] shall promptly provide particulars of each change of residential address, place of employment, or business address to [the court, the Director, or a person designated by name or position] [including any business that [payor] is providing services to on a contract basis, whether in person or through any company in his/her control] within 7 days of any change.
U15	Payment by Notice of Attachment toward ongoing support and arrears -FMEP	The Director of Maintenance Enforcement is at liberty to collect the payments as ordered by way of notices of attachment to the extent permitted by the <i>Family Maintenance Enforcement Act</i> and its Regulations, but if any payments collected by the Director of Maintenance Enforcement are insufficient to meet the minimum monthly payment of \$****, [payor] shall forthwith remit the balance owing to the Director of Maintenance Enforcement.
U16	Varying Notice of Attachment Exemptions -FMEP	That the Notice of Attachment issued on [date] to [attachee name] be varied to the extent that the exemptions allowed be increased/decreased so that no more than \$** per month be attached commencing the ** day of **, 20**, and continuing on the * day of each and every month thereafter up to and including the ** day of **, 20**
U17	Driver's Licence as Security -FMEP	The driver's licence of [payor] shall be deemed security pursuant to sections 21(1)(f) and 30.1 of the <i>Family Maintenance Enforcement Act</i> . The Director of Maintenance Enforcement will direct the Insurance Corporation of British Columbia to disregard the notice to not issue or renew the driver's licence of [payor], but the Director is at liberty to reissue a new notice to the Insurance Corporation of British Columbia should there be any default in the payments as ordered. If [payor] defaults in any payments as ordered by this or any other Court, the payor will forthwith surrender his/her driver's licence to the Director of Maintenance Enforcement, but if the driver's licence is not surrendered then the Director of Maintenance Enforcement may apply for the surrender or seizure of the driver's licence pursuant to section 21(9) of the <i>Family Maintenance Enforcement Act</i> .
U18	Alternate Service Family Rule 9 (7) -FMEP	For a period of one year from the date of this Order, [payor] may be served with any applications for enforcement under the <i>Family Maintenance Enforcement Act</i> by sending the documents by regular mail to (address), unless [payor] files with the court registry and delivers to legal counsel for the Family Maintenance Enforcement Program a completed Form 11, Notice of Change of Address and that address shall then become the new address for service for [payor] for any proceedings under the <i>Family Maintenance Enforcement Act</i> .
U19	Orders at Committal Hearings -Creditor or FMEP	Upon being satisfied that there has been a change in the circumstances of [debtor] since the default order was made on _____ and that the change has resulted in [debtor]'s inability to pay the full amount required by the default order, this court orders that the default order is varied as follows:
U20	Orders at Committal Hearings – imprisonment -Creditor or FMEP	Pursuant to s. 23 (4) of the <i>FMEA</i> , the Court orders that [debtor] be imprisoned for a period of ____ days.

U21	Attachment Order -Creditor or FMEP	Pursuant to s. 24 of the <i>FMEA</i> , this Court orders that [attachee] must deduct from any monies due and owing or becoming due and owing to [debtor] the sum of \$_____, payable by cheque or money order made payable to [creditor] and send the moneys to [FMEP or the creditor] within five days after each amount is deducted in accordance with this attachment order. This attachment order remains in effect until [date]. This attachment order will be served by _____ on [attachee] by _____.
U22	Land Registration - discharged	On application by [the person against whose land a notice of maintenance is registered or the creditor] this court orders that pursuant to <i>FMEA</i> s. 26(10) the registered notice of maintenance is discharged
U23	Land Registration - partially discharged	On application by [the person against whose land a notice of maintenance is registered or the creditor] this court orders that pursuant to <i>FMEA</i> s. 26(10) the registered notice of maintenance is postponed to allow the registration of [charge].

INTERJURISDICTIONAL SUPPORT ORDERS ACT

V1	Provisional Initial Order	<p>On a provisional basis, [name] is found to be a resident of British Columbia and is imputed to have a gross annual income of \$ ____.</p> <p>On a provisional basis, [name 1] will pay to [name 2] the sum of \$ ____ per month for the support of the child(ren), commencing on [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 Family Law Act or until further Court order.</p> <p>On a provisional basis, [name 1] will pay to [name 2] the sum of \$ ____ per month commencing on [date] and continuing on the __ day of each month thereafter for the child(ren)'s special or extraordinary expenses.</p> <p>On a provisional basis, [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.</p>
V2	Provisional Variation Order	<p>The Order of the Honourable Judge _____ is provisionally varied.</p> <p>On a provisional basis, [name] is found to be a resident of British Columbia and is imputed to have a gross annual income of \$ ____.</p> <p>On a provisional basis, [name 1] will pay to [name 2] the sum of \$ __ per month for the support of the child(ren), commencing on [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 Family Law Act or until further Court order.</p> <p>On a provisional basis, [name 1] will pay to [name 2] the sum of \$ __ per month commencing on [date] and continuing on the __ day of each month thereafter for the child(ren)'s special or extraordinary expenses.</p> <p>On a provisional basis, [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.</p>
V3	Variation of an order when both parties accept court jurisdiction under s. 35(a)	<p>Upon finding that both the applicant and respondent have accepted the jurisdiction of this court, the Order made by the Honourable Judge (name) on (date) is varied on a final basis such that:</p>
V4	Variation of an order when court has jurisdiction based on habitual residence of respondent under s. 35(c)	<p>Upon finding that the respondent habitually resides in British Columbia, the Order made by the Honourable Judge (name) on (date) is varied on a final basis such that:</p>
V5	Further information or documents required s. 19(2) or 30(2)	<p>The Designated Authority under the <i>Interjurisdictional Support Orders Act</i>, SBC 2002, chapter 29, shall contact the applicant or the appropriate authority in the reciprocating jurisdiction to request the following information and/or documents: [list information and documents required]</p>

PROTECTION ORDERS s. 183

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

<p>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 <i>Criminal Code</i>. Conduct Orders are enforced under the <i>Family Law Act</i>. It is particularly important to use <u>precise wording and statute sections in Protection and Conduct Orders</u> to make it clear which type of order is being made.</p>		
W1	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 of at-risk family member</u>).
W2	Limited Contact	<p>Pursuant to s. 183(3)(b), [<u>name 1</u>] must have no contact or communication, directly or indirectly, with [<u>name of at-risk family member</u>].</p> <p>The exceptions are as follows:</p> <ol style="list-style-type: none"> a. Through (writing; email or text; telephone; online banking; [name]) for the sole purpose of _____. b. For the sole purpose of arranging and picking up and dropping off your child(ren) for parenting time, and paying child support. c. As allowed by the <i>Family Law Act</i> order dated ____ or any variation of that order. d. During one attendance at [<u>address</u>], with a peace officer (or [name]) to get your belongings. e. Through or in the immediate presence of [<u>name</u>]. f. If you are sober and have no alcohol, intoxicating substance or drugs in your body, except in accordance with a medical prescription issued to you by a physician. g. Only if [<u>name</u>] is sober. If they become intoxicated in your presence, you must leave their presence immediately and not return to their presence until they contact you and satisfy you that they are sober. h. Through or in the immediate presence of a lawyer who has been given a copy of this protection order. i. Through or in the immediate presence of a family dispute resolution professional who has been given a copy of this protection order. j. In a public place (in the presence of [name] / when other adults are present). k. Through court documents served by a third party, and during scheduled court appearances or case conferences but only with a sheriff present unless a judge waives this requirement.
W3	No Go	<p>Under s. 183(3)(a) of the <i>FLA</i>, (<u>name 1</u>) must not go to (or be within ____ metres of):</p> <ol style="list-style-type: none"> 1. Any place where [name] lives, works, attends school, or worships, or happens to be, even if you are an owner of any such place or otherwise have a right to possess or enter such a place. If you see them, you must leave their presence immediately without any words or gestures. 2. [<u>address</u>].
W4	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, or if required for work, then only while at work or while travelling directly to or from work.
W5	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.
W6	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.

W7	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.
W8	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.
W9	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.
W10	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).
W11	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.
W12	Expiry Date	Under s. 183(4) of the <i>FLA</i> , this Order will expire on (<u>date</u>) at (<u>time</u>).
W13	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>).
W14	Changing a Protection Order	Pursuant to <i>FLA</i> s. 187(1)(c), the Protection Order made by Judge [<u>name</u>] on [<u>date</u>] is set aside. <i>[[If replacing a Protection Order, the existing Protection Order must be terminated and a new order issued. Also consider when the new Protection Order is to expire. It may be one year from when the original Protection Order was made, one year from the date of the replacement Protection Order or such other time as you decide]</i>

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: see s. 183(4) of the *FLA*
- Does the Order contain a provision indicating that an application to change or set aside the order may be made?
- *FLA* s. 187(1)(c) provides authority to change a protection order. Because orders have to be registered and clearly understood, it is best practice to replace an existing protection order with a new order and to specify the duration of the new order.
- 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?