

## INTRODUCTION

The clauses in this document will help you prepare your family court order.

The template that you need to use to prepare your order is available at: <http://ontariocourtforms.on.ca/static/media/uploads/courtforms/family/25/form-25-en-dec20.doc>.

At the beginning of your order, you will need to indicate whether the order that is being made is temporary or final. A temporary order is one that is made while the case is ongoing (for example regarding the parenting arrangements). A final order is one that ends the case (or at least some of the issues in the case).

The clauses below should also be arranged so that it is clear which legislation the order is being made under. For example, if your case involves a divorce, most of the provisions in the order other than those that relate to property will be made under the **federal Divorce Act**. Orders relating to family property are generally made under the **provincial Family Law Act**.

If a divorce has not been sought by either party, the order will usually be based on the provisions of the **provincial Children's Law Reform Act** for parenting issues and **provincial** the *Family Law Act* for support issues.

When preparing your court order, the full legal name of a party should be used in the top section of the order which is referred to as the style of cause. Similarly, the full names and dates of birth for children should be included in any support, decision-making responsibility or parenting time clause.

## PROCEDURAL MATTERS

0.1 [ ] The Applicant is permitted to late file the following materials on or before \_\_\_\_\_:

\_\_\_\_\_

\_\_\_\_\_

0.2 [ ] The Respondent is permitted to late file the following materials on or before \_\_\_\_\_:

\_\_\_\_\_

\_\_\_\_\_

0.3 [ ] The Applicant shall be permitted to serve and file an amended the

- Application  Motion to Change  Response to Motion to Change no later than \_\_\_\_\_.
- 0.4  The Respondent shall be permitted to serve and file an amended the  Answer  Motion to Change  Response to Motion to Change no later than \_\_\_\_\_.
- 0.5  This matter is adjourned to:  
 \_\_\_\_\_ at \_\_\_\_\_  a.m.  
 p.m.  
 A date to be fixed by the parties through the Trial Coordinator
- For a:  
 first appearance  case conference  motion  
 settlement conference  trial management conference  
 \_\_\_\_\_
- To deal with the following issues:  
 decision-making responsibility  parenting time  contact   
 child support  special expenses  
 spousal support  retroactive support  support arrears  
 insurance coverage  restraining order  exclusive possession of  
 the matrimonial home  division of property  other  
 \_\_\_\_\_  
 \_\_\_\_\_
- 0.6  This matter will proceed:  
 in person at the courthouse.  
 remotely by  
 videoconference  
 telephone conference  
 in writing.
- 0.7  The Applicant shall serve and file the following documents on or before \_\_\_\_\_:  
 Form 14: Notice of Motion and any supporting affidavits (Form 14A: Affidavit);  
 responding materials to a motion (Form 14A: Affidavit);  
 Form 13  Form 13.1 updated financial statement or an affidavit indicating if there are any changes to the last financial statement filed;  
 Form 13A: Certificate of Financial Disclosure;  
 Form 13B: Net Family Property Statement;  
 Form 13C: Comparison of Net Family Property Statements;  
 Form 17A: Case Conference Brief;

- Form 17C: Settlement Conference Brief;
  - Form 17E: Trial Management Conference Brief;
  - Form 35.1: Affidavit (decision-making responsibility, parenting time, contact);
  - Form 35.1A: Affidavit (child protection information)
  - Other:
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0.8  The Respondent shall serve and file the following documents on or before \_\_\_\_\_:

- Form 14: Notice of Motion and any supporting affidavits (Form 14A: Affidavit);
  - responding materials to a motion;
  - Form 10: Answer
  - Form 13  Form 13.1 updated financial statement or an affidavit indicating if there are any changes to the last financial statement filed;
  - Form 13A: Certificate of Financial Disclosure;
  - Form 13B: Net Family Property Statement;
  - Form 13C: Comparison of Net Family Property Statements;
  - Form 17A: Case Conference Brief;
  - Form 17C: Settlement Conference Brief;
  - Form 17E: Trial Management Conference Brief;
  - Form 35.1: Affidavit (decision-making responsibility, parenting time, contact);
  - Form 35.1A: Affidavit (child protection information)
  
  - Other:
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## TERMS RELATING TO FINANCIAL DISCLOSURE

### SUPPORT ISSUES:

#### All parties:

1.1 [ ] The [ ] Applicant [ ] Respondent shall serve the other party with and file a copy of the following documents with the court on or before \_\_\_\_\_:

- [ ] A Form 13: Financial Statement (Support Claims);
- [ ] A Form 13.1: Financial Statement (Property and Support Claims);
- [ ] A Form 13A: Certificate of Financial Disclosure;
- [ ] The following documents as proof of income for each of the previous \_\_\_\_\_ years:

- a) [ ] A copy of every personal income tax return with all schedules, attachments and information slips, filed with the Canada Revenue Agency (*These documents must be served but should not be filed with the court*)
- b) [ ] If personal income tax returns have not been filed with the Canada Revenue Agency, a copy of all income slips (T4s, T4As, T5s, etc.) received for any of these taxation years.
- c) [ ] Notices of assessment and, if any, notices of reassessment; or,

[ ] Where notices of assessment are reassessment are not available, a copy of the Income and Deductions printout provided by the Canada Revenue Agency for the \_\_\_\_\_ taxation year/s (*To obtain this information, contact customer service at 1-800-959-8281*); or,

[ ] A sworn or affirmed statement that the [ ] Applicant or the [ ] Respondent is not required to file an income tax return because of the *Indian Act* (Canada) and other proof of income for the previous three years.

1.2 [ ] The [ ] Applicant [ ] Respondent shall give the other party a copy of the following documents on or before \_\_\_\_\_:

- a) [ ] Proof of any payments of support made directly to, or for the benefit of, the other party or a child (not through the Family Responsibility Office) from \_\_\_\_\_ to \_\_\_\_\_.

- b)  A copy of any application made by or for the party within the last \_\_\_\_\_ years for a loan, line of credit, credit card or mortgage, including any statement of income or net worth provided by or for the party.
- c) Other (*specify*): \_\_\_\_\_.

**For Employees:**

- d)  Copies of the three most recent pay stubs, statement of year-to-date income or a written return from the employer for the current calendar year.
- e)  A copy of all benefit information circulars or benefit booklets outlining all employee benefits for health care, dental care, prescriptions and life insurance. If no circular or booklet is available, a detailed statement from the employer or group plan insurer outlining all benefits the party is entitled to receive.

**For a party who is self-employed or has an interest in a business, including a sole proprietorship, a partnership or a corporation:**

- f)  The following documents from any business in which the party has an interest for the last \_\_\_ years:
- Year-end financial statements for all businesses in which the party has an interest, including income and expense statements and lists of assets, liabilities and debts.
  - A statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, the party or persons or corporations with whom the party does not deal at arm's length;
  - The most recent monthly or quarterly income and expense statements;
  - A copy of any application made by or for the business for a loan, line of credit, credit card or mortgage, including any statement of income or net worth provided by or for the business.
  - A copy of any partnership agreement involving the party;
  - Confirmation of the party's income and draw from, and capital in, any partnership.
- g)  A copy of the following documents for any corporation that the party controls or in which the party has 10% or more of the voting shares for the last \_\_\_ years:
- Every corporation's provincial and federal income tax returns;
  - A detailed statement of all personal expenses paid by a corporation for the party;

- A statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, the party and persons or corporations with whom the corporation does not deal at arm's length;
- The year-end financial statements, including balance sheet and income statement or statement of profit and loss, of the corporation and of any related corporations or subsidiaries;
- A copy of any shareholder's agreement.

**For parties who have declared bankruptcy:**

1.3  The  Applicant  Respondent shall produce to the other party the following documents on or before \_\_\_\_\_:

- Proof of bankruptcy, including copy of assignment in bankruptcy or petition into bankruptcy, statement of affairs, and any discharge.
- A copy of any bankruptcy proposal signed by the party and the trustee under the *Bankruptcy and Insolvency Act*.
- A copy of the projected cash flow statement of the party, signed by the party and filed by the trustee along with the final proposal.
- A copy of the trustee's cash flow statement, the trustee's report on reasonableness of cash flow statement and trustee's report containing prescribed representations of the insolvent party regarding the preparation of the cash flow statement.
- A copy of the trustee's Income Tax Return.

**For parties who are not working:**

1.4  The  Applicant  Respondent shall produce to the other party the following documents on or before \_\_\_\_\_:

- The party's personal resume, a list of all places or persons to whom the party has applied for employment within the last 12 months, with dates and contact information, and a copy of all responses received.
- Medical documentation verifying any inability to work due to illness or disability.
- A copy of any application for illness or disability benefits submitted to the Canada Pension Plan, the Ontario Disability Support Program or any illness or disability insurer and the response to each application.
- A copy of the party's Record of Employment (both front and back) from their last employer.
- Documentation to show any Employment Insurance received within the last 12 months, as well as any supplemental income or benefits received during this time.

A copy of the party's bank statements from \_\_\_\_\_ to \_\_\_\_\_.

A copy of the party's credit card statements from \_\_\_\_\_ to \_\_\_\_\_.

Confirmation of the party's enrolment in an educational institution or course of study.

A copy of the party's credit report or any applications for credit filed by the party from \_\_\_\_\_ to \_\_\_\_\_.

The following additional documents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**For a party who is a beneficiary or settlor of a trust:**

1.5  A copy of the trust's financial statements, including statement of income and expenses and statement of distributions for the three most recent taxation years.

A copy of all income slips (T4s, T4As, T5s) received from the trust and, if the party is the settlor, all T5s or other tax information slips issued by the trust.

A copy of the documents that establish the trust.

**Documentation of assets and liabilities:**

1.6  The  Applicant  Respondent shall produce to the other party the following documentation on or before \_\_\_\_\_:

A valuation of the matrimonial home at the date of separation

A valuation of the property located at \_\_\_\_\_ at the date of separation

Documentation of the value of the following bank accounts, savings, RRSPs or other investments as of the date of separation:

\_\_\_\_\_

A valuation of their interest in a pension plan from the plan administrator as of the date of separation;

Documentation of any and all liabilities at separation that are shown on their most recent financial statement that has not already been provided;

Documentation of all assets and liabilities owned at the date of marriage as shown in their most recent financial statement that has not already been provided;

Other:

**TERMS RELATING TO CHILDREN**

**Decision-making responsibility, Parenting time and Contact**

The following orders are  final  temporary

The following orders are made under the  *Children's Law Reform Act* or  *Divorce Act* [SCJ only]

2.1  Paragraphs \_\_\_\_\_ of the order of Justice \_\_\_\_\_, dated \_\_\_\_\_ shall be deleted and replaced with the following. The balance of the order of Justice \_\_\_\_\_ is confirmed.

2.2  The parties shall have joint decision-making responsibility of the following  child  children:

\_\_\_\_\_

born \_\_\_\_\_.

2.3  The Applicant shall have decision-making responsibility of the following  child  children:

\_\_\_\_\_

\_\_\_\_\_

2.4  The Respondent shall have decision-making responsibility of the following  child  children:

\_\_\_\_\_

\_\_\_\_\_

born \_\_\_\_\_.

2.5  Both parents shall be listed as emergency contacts with the children's schools or other organizations involved with the children.

2.6  The parents shall notify each other immediately if the  child  children experiences a medical emergency.

2.7  Both parents have the right to make emergency medical decisions respecting the child while in their care.

2.8  In the event of an emergency, both parents shall attempt to reach the other parent before making emergency medical decisions for a child.



2.9 [ ] The child's health card shall travel with the child between the parents' residences.

2.10 [ ] The parenting arrangements for the [ ] child [ ] children will be as set out in the schedule attached.

2.11 [ ] The [ ] child [ ] children shall reside primarily with the:  
[ ] Applicant [ ] Respondent \_\_\_\_\_

2.12 [ ] The [ ] child [ ] children shall also reside with [ ] have parenting time with [ ] have contact with [ ] Applicant [ ] Respondent [ ] Other party \_\_\_\_\_:

[ ] As agreed by the parties.

[ ] As agreed by the parties in writing.

[ ] At reasonable times on reasonable notice.

[ ] As set out in the schedule attached.

[ ] Every other weekend, starting on \_\_\_\_\_ day at \_\_\_\_\_ [ ] a.m. [ ] p.m. and ending on \_\_\_\_\_ day at \_\_\_\_\_ [ ] a.m. [ ] p.m.

[ ] Weekend visits shall be extended by one day if the [ ] child is [ ] children are not required to attend school on the Friday before or Monday after the weekend.

[ ] For a mid-week visit from \_\_\_\_\_ at \_\_\_\_\_ [ ] a.m. [ ] p.m. until \_\_\_\_\_ at \_\_\_\_\_ [ ] a.m. [ ] p.m.

[ ] For \_\_\_\_\_ weeks of vacation during the summer vacation period, which [ ] may [ ] may not be exercised consecutively as follows: \_\_\_\_\_.

[ ] The parties shall advise each other of their summer vacation plans for the [ ] child [ ] children, including the weeks they propose to have the [ ] child [ ] children reside with them, on or before \_\_\_\_\_ each year.

[ ] The [ ] child [ ] children will spend the Christmas/Winter school break with each of the parties as follows:

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

[ ] The [ ] child [ ] children will spend March Break with each of the parties as follows:

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

[ ] The [ ] child [ ] children will spend religious or other holidays with each of the parties as follows:

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

[ ] The [ ] child [ ] children's birthdays will be shared as follows:

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

[ ] Such other times as agreed by the parties [ ] in writing.

2.13 [ ] The [ ] Applicant [ ] Respondent shall have makeup parenting time with the children in the following circumstances:

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

2.14 [ ] \_\_\_\_\_ shall have makeup contact time with the children in the following circumstances:

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

2.15 [ ] No party shall schedule activities for the children during another party's time with the children unless that party has agreed in advance, such agreement not to be unreasonably withheld.

2.16 [ ] In the event that either party is not able to care for the [ ] child [ ] children for one or more days of their time with the children, they shall give the other party the option of caring for the children before arranging a babysitting or childcare.

2.17 [ ] Regardless of the weekend parenting time schedule, the [ ] child [ ] children will spend Mother's Day with the [ ] Applicant [ ] Respondent and Father's Day with the [ ] Applicant [ ] Respondent.

2.18 [ ] The [ ] child [ ] children shall have telephone, e-mail or internet contact with the

Applicant  Respondent  party with whom they are not staying as follows:

- Unlimited.
- As determined by the party and child.
- Between \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m.
- As \_\_\_\_\_ follows:

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

2.19  The  child  children shall be picked up and dropped off by the  Applicant  Respondent  Other party:

- as agreed.
- at the home of the parent with primary care.
- at the  child's  children's  school  daycare;
- as \_\_\_\_\_ follows:

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

2.20  Transportation arrangements for parenting time shall be as follows:

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

Transportation arrangements for contact time shall be as follows:

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

2.21  The  Applicant  Respondent shall have supervised parenting time with the  child  children:

At the Supervised Access Centre located at

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

At times and in accordance with the policy of that centre.

Supervised by \_\_\_\_\_ as follows:

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

As \_\_\_\_\_ follows:

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

\_\_\_\_\_ shall have supervised contact time with the  child  children:

At the Supervised Access Centre located at

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

At times and in accordance with the policy of that centre.

Supervised by \_\_\_\_\_ as follows:

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

As \_\_\_\_\_ follows:

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

2.22  Supervised parenting time exchanges shall take place on \_\_\_\_\_ at \_\_\_\_ am  pm or at such times as are in accordance with the times and policy of the supervised access centre.

2.23  Supervised contact time exchanges shall take place on \_\_\_\_\_ at \_\_\_\_ am  pm or at such times as are in accordance with the times and policy of the supervised access centre.

2.24  The parties shall comply with the Supervised Access Centre’s intake protocol and complete all necessary paperwork within \_\_\_\_ days.

2.25  The supervised parenting time costs shall be  shared equally by the parties  paid in full by the  Applicant  Respondent.

2.26  The supervised contact time costs shall be  shared equally by the parties  paid in full by the  Applicant  Respondent.

2.27  The  Applicant  Respondent  Other party shall not consume alcohol or illegal drugs either when spending time with the  child  children or within twelve (12) hours prior to the start of the scheduled parenting time.

2.28  The  Applicant  Respondent  Other party has the right to consult with and obtain information, records, and report cards directly from the

- [ ] child's [ ] children's teachers, doctors and any other professionals involved with the [ ] child  
 [ ] children about the [ ] child's [ ] children's health, education and general welfare.
- 2.29 [ ] In the event that any professional involved with the child requires the consent of the other party before providing information to him or her, all parties shall execute all necessary consents immediately upon request.
- 2.30 [ ] The parties shall keep each other informed about their residential address and telephone number and shall notify the other party within 24 hours whenever the information changes.
- 2.31 [ ] The parties shall convey any necessary information about the [ ] child [ ] children to each other using a communication book, which will travel with the [ ] child [ ] children. This shall include any information about the [ ] child's [ ] children's health and medications.
- 2.32 [ ] The parties shall convey any necessary information about the [ ] child [ ] children by e-mail. This shall include information about the [ ] child's [ ] children's health and medications.
- 2.33 [ ] No party shall speak negatively about any other party in the [ ] child's [ ] children's presence. All parties shall also make their best efforts to prevent any other person from speaking negatively about other parties.
- 2.34 [ ] No party shall discuss this court case or other adult issues involving the parties with the [ ] child [ ] children.

### **Paternity Tests**

- 3.1 [ ] The parties and the child, \_\_\_\_\_, born \_\_\_\_\_ shall attend for genetic testing at \_\_\_\_\_ to determine if the [ ] Applicant [ ] Respondent [ ] is the father of the child.
- 3.2 [ ] Parenting testing will be conducted by \_\_\_\_\_.
- 3.3 [ ] The costs of the genetic testing shall be paid [ ] equally by the Applicant and Respondent [ ] fully by the [ ] Applicant [ ] Respondent without prejudice to later reallocation of this expense.

**Declaration/Finding of Parentage**

4.1  The  Applicant  Respondent is found to be a parent of the child,  
 \_\_\_\_\_, born \_\_\_\_\_, under section  
 4 of the *Children's Law Reform Act*.

4.2  The  Applicant  Respondent, having demonstrated a settled  
 intention to treat the  child  children  
 \_\_\_\_\_, born \_\_\_\_\_  
 \_\_\_\_\_, born \_\_\_\_\_  
 \_\_\_\_\_, born \_\_\_\_\_ as   
 a child  children of  his  her family, is found to be a parent of the  
 children under section 1 of the *Family Law Act*.

**Relocations and Restrictions on Travel or Removal from Jurisdiction**

The following orders are  temporary  final.

The following orders are made under the  *Children's Law Reform Act* or   
*Divorce Act* [SCJ only]

5.1  No party shall  
 The Applicant shall not  
 The Respondent shall not  
 Other party \_\_\_\_\_ shall not  
 remove the  child  children from  
 the city of \_\_\_\_\_  
 the regional municipality of \_\_\_\_\_  
 the province of Ontario  
 Canada

Except for vacation days pursuant to paragraph \_\_\_\_ above.

Without

the written permission of the \_\_\_\_\_  which shall not be  
 unreasonably withheld

or

further order of this Court.

5.2  Neither party shall  
 The Applicant shall not  
 The Respondent shall not

- apply for a passport for the [ ] child [ ] children without the written consent of the other party or further order of this Court.
- 5.3 [ ] The [ ] Applicant [ ] Respondent is authorized to apply for a passport for the [ ] child [ ] children without the consent or signature of the [ ] Applicant [ ] Respondent.
- 5.4 [ ] The [ ] Applicant [ ] Respondent shall apply for a passport for the [ ] child [ ] children [ ] following children \_\_\_\_\_ and the [ ] Applicant [ ] Respondent shall sign the passport application.
- 5.5 [ ] The [ ] Applicant [ ] Respondent shall keep the children's passports and give it to the [ ] Applicant [ ] Respondent [ ] Other party when they need it for travel. The [ ] Applicant [ ] Respondent [ ] Other party: \_\_\_\_\_ will return the passport promptly at the end of the travel.
- 5.6 [ ] If any party plans a vacation with the [ ] child [ ] children during their parenting or contact time, that party shall give the other party/ies a detailed itinerary at least \_\_\_\_ days before the vacation begins, or as soon as is practical if plans are made less than \_\_\_\_ days before the vacation begins, including the name of any airline carrier and flight times, accommodation, including address and telephone numbers, and details about how to contact the [ ] child [ ] children during the trip.
- 5.7 [ ] The travelling parent or party with contact shall advise the other parent right away of any changes to the above information.
- 5.8 [ ] Each party shall provide a notarized letter to the other authorizing the [ ] child [ ] children to travel outside of Canada with the other parent for the purpose of a vacation as requested by either party.
- 5.9 [ ] The consent of the [ ] Applicant [ ] Respondent for travel with the children is hereby dispensed with.
- 5.10 [ ] The [ ] Applicant [ ] Respondent [ ] Other party is authorized to relocate the [ ] child [ ] children.

**Decision-making responsibility/Parenting time/Contact Assessment**

- 6.1 [ ] \_\_\_\_\_ is appointed to conduct an assessment of the children's needs and the ability and willingness of each parent to satisfy those needs pursuant to section 30 of the Children's Law Reform Act provided he or she consents to conduct the assessment..

6.2 [ ] An assessment has been ordered for the following reasons:

\_\_\_\_\_

6.3 [ ] The costs of the assessment shall be paid [ ] equally by the parties [ ] fully by the [ ] Applicant [ ] Respondent or [ ] as follows:

\_\_\_\_\_

6.4 [ ] Each of the parties shall complete and forward intake forms as requested by the assessor within \_\_\_\_ days.

**Change of Child’s Name**

[ ] The following orders are made under the [ ] Children’s Law Reform Act or [ ] Divorce Act [SCJ only]

7.1 [ ] Neither party shall change the [ ] child’s [ ] children’s names without the other’s written consent.

7.2 [ ] Neither party shall enrol the [ ] child [ ] children in school or any activities under a name that is different from the [ ] child’s [ ] children’s legal name(s).

**Police to Enforce Parenting and Contact Orders**

8.1 [ ] Upon request and receipt of an original court order or certified copy of the order, pursuant to section 36 of the *Children’s Law Reform Act*, the police force having jurisdiction in any area where it appears that the following [ ] child [ ] children \_\_\_\_\_, born \_\_\_\_\_ may be, shall locate, apprehend and deliver the [ ] child [ ] children to \_\_\_\_\_ at \_\_\_\_\_.

8.2 For the purpose of locating and apprehending the [ ] child [ ] children, a member of a police force may enter and search any place where he or she has reasonable and probable grounds to believe that the [ ] child [ ] children may be, with such assistance and such force as are reasonable in the circumstances and such entry or search:  
[ ] may be made any any time; or,  
[ ] may be made only during the following times:\_\_\_\_\_.

8.3 This order shall expire on \_\_\_\_\_.



**CHILD SUPPORT**

**The following orders are**  **final**  **temporary**

**The following orders are made under the**  **Family Law Act**  
 **Divorce Act [SCJ only]**

The Applicant is the support  Payor  Recipient

The Respondent is the support  Payor  Recipient

9.1  The child support provisions of the order of Justice \_\_\_\_\_, made on \_\_\_\_\_, shall be changed as set out below.

9.2  Starting on \_\_\_\_\_ and on the  first  \_\_\_\_\_ day of each month thereafter, the  Applicant  Respondent (hereinafter referred to as the "Payor") shall pay to the  Applicant  Respondent (hereinafter referred to as the "Recipient") support for the  child  children in the monthly amount of \$ \_\_\_\_\_.for the following children:\_\_\_\_\_

9.3  The annual gross income of the Payor is \$\_\_\_\_\_.   
 The annual gross income of the Recipient is \$\_\_\_\_\_.

9.4  The amount is in accordance with the Child Support Guidelines; or,

The amount of child support of \$\_\_\_\_\_ per month is lower than the table amount of \$ \_\_\_\_\_ as required by the Child Support Guidelines for the following reasons:

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

9.5  The Payor shall also pay to the Recipient the sum of \$ \_\_\_\_\_ per month for his/her share of the following special or extraordinary expenses related to the children commencing on \_\_\_\_\_:

- Day care expenses \$ \_\_\_\_\_ per month (net of taxes and available subsidies)
- Medical and dental expenses \$ \_\_\_\_\_ per month (net of taxes and insurance benefits)
- Education (including post-secondary) \$ \_\_\_\_\_ per month

- Extracurricular expenses \$ \_\_\_\_\_ per month
- Other \_\_\_\_\_ \$ \_\_\_\_\_ per month

9.6  The Payor shall also pay to the Recipient \_\_\_ % of the following special or extraordinary expenses related to the children:  
\_\_\_\_\_..

9.7  This calculation is based on the following information:  
 The Payor's gross annual income is \$ \_\_\_\_\_  
 The Recipient's gross annual income is \$ \_\_\_\_\_  
 The Payor's percentage for special expenses is \_\_\_\_\_ %

9.8  The Payor's obligation to pay child support to the Recipient as set out above shall continue until:

- further order of the Court;
- The parties file a Form 15C: Consent Motion to Change or Form 15D: Consent Motion to Change Child Support with the Court.
- the child for whom support is being paid is no longer a minor or enrolled in full-time education;
- the child for whom support is being paid completes one post-secondary degree or diploma;
- the child is no longer entitled to support pursuant to:  
\_\_\_\_\_.

other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.9  The Payor shall provide disclosure of  his  her current income to the other party by \_\_\_\_\_ in each year starting in \_\_\_\_\_.

9.10  Because his or her income has been considered in the calculation of child support, the Recipient shall also provide the Payor with disclosure of  his  her current income by \_\_\_\_\_ in each year starting in \_\_\_\_\_.

9.11  By \_\_\_\_\_, the  Payor  and Recipient shall provide:

- Copies of  his  her most recent income tax return, together with all schedules, attachments and slips, and any notice of assessment or reassessment provided by the Canada Revenue Agency;
- Other: \_\_\_\_\_

\_\_\_\_\_

- 
- 
- 9.12 [ ] The support order relating to \_\_\_\_\_  
\_\_\_\_\_ is terminated effective [ ] immediately [ ] on  
(insert).
- 9.13 [ ] The [ ] Applicant [ ] Respondent is not required to pay child support  
because they have no ability to pay support.
- 9.14 [ ] Until the [ ] Applicant [ ] Respondent begins to pay child support, they  
shall provide written notice to the [ ] Applicant [ ] Respondent within thirty  
(30) days of the date they start working, including working for themselves. The  
notice shall include the name and address of the employer, the salary or rate of  
pay earned on a monthly basis or, if self-employed, monthly statements showing  
receipts and expenses.
- 9.15 [ ] For as long as child support is to be paid, the [ ] Applicant and the [ ]  
Respondent shall provide updated income disclosure to the other each year within  
30 days of the anniversary of this order in accordance with section 24.1 of the  
Child Support Guidelines.
- 9.16 [ ] The order of Justice \_\_\_\_\_, dated  
\_\_\_\_\_ for [ ] ongoing child support [ ] and [ ] support arrears  
shall be suspended effective [ ] immediately [ ] starting on  
\_\_\_\_\_ until [ ] further order of the court  
[ ] \_\_\_\_\_.

### **Child Support Enforcement**

- 9.17 [ ] Unless the support order is withdrawn from the Family Responsibility  
Office, it shall be enforced by the Director and amounts owing under the order  
shall be paid to the Director, who shall pay them to the person to whom they are  
owed. A support deduction order will be issued.
- 9.18 [ ] The [ ] Applicant [ ] Respondent shall provide to the [ ] other party [ ]  
and the Director of the Family Responsibility Office notification of any change  
in address or employment, including full particulars about the change, within ten  
(10) days of the change taking place.

### **Interest**

9.19  This order bears interest at the post-judgment interest rate  set out in the *Courts of Justice Act*  of \_\_\_\_\_% per year effective from the date of this order. A payment in default bears interest only from the date of default.

**SPOUSAL**

**SUPPORT**

**The following orders are**  **final**  **temporary**  
 **The following orders are made under the**  **Family Law Act**  
 **Divorce Act [SCJ only]**

10.1  The spousal support provisions of the order of Justice \_\_\_\_\_, made on \_\_\_\_\_, shall be changed as set out below.

10.2  The  Applicant  Respondent shall pay spousal support to the  Applicant  Respondent in the amount of \$\_\_\_\_\_ per month, commencing on \_\_\_\_\_ and on the  first  \_\_\_\_\_ day of each month until  further order of this court  \_\_\_\_\_.

10.3  The  Applicant  Respondent shall pay lump sum spousal support to the  Applicant  Respondent in the sum of \$\_\_\_\_\_ on or before \_\_\_\_\_.

10.4  The amount of spousal support shall be reviewed as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.5  The spousal support order shall be indexed and shall increase annually in accordance with the indexing calculation set out in subsections 34 (5) and (6) of the *Family Law Act*, effective \_\_\_\_\_ and on each anniversary of that date.

10.6  The spousal support shall be indexed and shall increase annually in accordance with the Consumer Price Index for \_\_\_\_\_ for the month of \_\_\_\_\_ and on each anniversary of that date.

10.7  The spousal support shall be indexed and shall  increase  decrease annually by a factor of \_\_\_\_\_%, effective \_\_\_\_\_ and on each anniversary of that date.

10.8  The spousal support shall be indexed and shall increase annually in accordance with the indexing factor(s) applied by \_\_\_\_\_

\_\_\_\_\_, effective \_\_\_\_\_ and on each anniversary of that date.

10.9 [ ] The spousal support order is terminated effective [ ] immediately [ ] on (insert).

10.10 [ ] The order of Justice \_\_\_\_\_, dated \_\_\_\_\_ for [ ] ongoing spousal support [ ] and [ ] support arrears shall be suspended effective [ ] immediately [ ] starting on \_\_\_\_\_ until [ ] further order of the court [ ] \_\_\_\_\_.

### **Interest**

10.11 [ ] This order bears interest at the post-judgment interest rate [ ] set out in the *Courts of Justice Act* [ ] of \_\_\_\_\_% per year effective from the date of this order. A payment in default bears interest only from the date of default.

### **Spousal Support Enforcement**

10.12 [ ] Unless the support order is withdrawn from the Family Responsibility Office, it shall be enforced by the Director and amounts owing under the order shall be paid to the Director, who shall pay them to the person to whom they are owed. A support deduction order will be issued.

10.13 [ ] The [ ] Applicant [ ] Respondent shall provide to the [ ] other party [ ] and the Director of the Family Responsibility Office notification of any change in address or employment, including full particulars about the change, within ten (10) days of the change taking place.

### **Support Arrears**

11.1 [ ] The [ ] Applicant [ ] Respondent owes support arrears to [ ] the Applicant [ ] the Respondent fixed in the amount of \$ \_\_\_\_\_ as of \_\_\_\_\_.

- 11.2  The  Applicant  Respondent owes support arrears to the Assignee \_\_\_\_\_ fixed in the amount of \$ \_\_\_\_\_ as of \_\_\_\_\_.
- 11.3  The  Applicant  Respondent  shall make payments towards these arrears in the amount of \$\_\_\_\_\_ per month to the  Applicant  Respondent commencing on \_\_\_\_\_ and on the  first  \_\_\_\_\_ day of each month thereafter until the arrears have been paid in full.
- 11.4  The  Applicant  Respondent  shall make payments towards these arrears to the Assignee \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month commencing on \_\_\_\_\_ and on the  first  \_\_\_\_\_ day of each month thereafter until the arrears have been paid in full.

### **BENEFITS**

**The following orders are made under the  Family Law Act  Divorce Act [SCJ only]**

- 12.1  The  Applicant  Respondent shall maintain extended medical and dental coverage for the children as long as coverage is available through  his  her work and the  children are eligible for support.
- 12.2  The  Applicant  Respondent shall maintain extended medical and dental coverage for the  Applicant  Respondent as long as coverage is available through  his  her employment and the  Applicant  Respondent are eligible for support.
- 12.3 The  Applicant  Respondent shall provide the other with details of the benefits available through  his  work within \_\_\_\_\_ days.
- 12.4  The  Applicant  Respondent shall irrevocably designate the  Applicant  Respondent  \_\_\_\_\_ as the beneficiary of  his  her life insurance policy with \_\_\_\_\_ with a minimum face value of \$ \_\_\_\_\_ for as long as spousal support is to be paid.
- 12.5  The  Applicant  Respondent shall irrevocably designate the  Applicant  Respondent  \_\_\_\_\_ as the trustee of his/her life insurance policy with \_\_\_\_\_ with a minimum face

value of \$\_\_\_\_\_ for the benefit of the children for as long as child support is to be paid.

12.6 [ ] The Applicant [ ] Respondent shall send the other party proof that the designation has been submitted to the insurance provider by (insert).

12.7 [ ] If, at the time of his/her death, the [ ] Applicant [ ] Respondent has not complied with his/her obligation with respect to his/her life insurance policy, this clause shall constitute a first charge against the [ ] Applicant's [ ] Respondent's estate in an amount equivalent to the face value of the policy.

**INTERJURISDICTIONAL SUPPORT AND PROVISIONAL SUPPORT ORDERS**

13.1 [ ] This order is provisional and has no force or effect unless it is confirmed by a court of competent jurisdiction.

13.2 [ ] Support shall start on:  
[ ] the date of the provisional order.  
[ ] \_\_\_\_\_, 20\_\_.

13.3 [ ] The provisional order of the Honourable Justice \_\_\_\_\_, made in \_\_\_\_\_, dated \_\_\_\_\_ is confirmed.

13.4 [ ] The provisional order of the Honourable Justice \_\_\_\_\_, made in \_\_\_\_\_, dated \_\_\_\_\_ is confirmed at a [ ] lower [ ] higher amount of \$ \_\_\_\_\_ per month starting on:  
[ ] the date of the provisional order.  
[ ] \_\_\_\_\_, 20\_\_.

**MATRIMONIAL HOME**

**Exclusive Possession:**

[ ] **The following order is [ ] final [ ] temporary**

14.1 [ ] The [ ] Applicant [ ] Respondent shall have exclusive possession of the matrimonial \_\_\_\_\_ home \_\_\_\_\_ located \_\_\_\_\_ at \_\_\_\_\_

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

14.2 [ ] The [ ] Applicant [ ] Respondent shall have exclusive possession of the matrimonial home and the contents of the matrimonial home located at

\_\_\_\_\_  
\_\_\_\_\_  
with the following exceptions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14.3 [ ] The [ ] Applicant [ ] Respondent shall pay the following expenses to maintain the matrimonial home:

\_\_\_\_\_  
\_\_\_\_\_.

14.4 [ ] The [ ] Applicant [ ] Respondent shall have exclusive possession of the matrimonial home until:

\_\_\_\_\_.

**Sale of the Home:**

15.3 [ ] The matrimonial home located at \_\_\_\_\_ shall be listed for sale within \_\_\_\_\_ days with [ ] \_\_\_\_\_ or a real estate agent to be agreed upon by the parties.

15.4 [ ] The [ ] Applicant [ ] Respondent shall maintain the matrimonial home in good condition until its sale or further agreement or court order.

15.5 [ ] Both parties shall cooperate fully with the listing and sale of the matrimonial home.

15.6 [ ] The [ ] Applicant [ ] Respondent shall remove his or her property from the matrimonial home by: \_\_\_\_\_.

15.6 [ ] The [ ] Applicant's [ ] Respondent's consent to sell the matrimonial home located at \_\_\_\_\_ is hereby dispensed with.

15.7 [ ] The [ ] Applicant [ ] Respondent shall pay the following expenses to maintain the matrimonial home pending its sale:

\_\_\_\_\_  
\_\_\_\_\_.



15.8 [ ] The proceeds of sale from the matrimonial home shall be held in trust by the parties' real estate solicitor pending further written agreement or court order.

15.9 [ ] The proceeds of sale from the matrimonial home shall be paid into court pending further agreement or court order.

15.10 [ ] The proceeds of sale from the matrimonial home shall be divided between the parties as follows:  
\_\_\_\_\_.

**DIVISION OF PROPERTY**

16.1 [ ] The parties shall divide their personal property according to the attached list.

16.2 [ ] The [ ] Applicant [ ] Respondent shall pay an equalization payment to the [ ] Applicant [ ] Respondent in the amount of \$ \_\_\_\_\_ on or before \_\_\_\_\_.

16.3 [ ] The equalization payment shall be paid in instalments as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16.4 The above payments shall be made by \_\_\_\_\_.

16.5 This order bears interest at the post-judgment interest rate [ ] set out in the Courts of Justice Act [ ] of \_\_\_\_% per year effective from the date of this order. A payment in default bears interest only from the date of default.