

# Supreme Court Family Pick List

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### Divorce Order

A1	Divorce Order s. 12 of Divorce Act	Subject to s. 12 of the <i>Divorce Act</i> (Canada), the Claimant, NAME, and the Respondent, NAME, who were married at LOCATION on DATE, are divorced from each other. The divorce to take effect on the 31 <sup>st</sup> day after the date of this order.
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<b><i>Divorce Act: Decision-making responsibility</i></b>		
B1	Sole decision-making responsibility	The PARTYNAME will have all of the decision-making responsibility with respect to the child(ren) under s. 16.3 of the <i>Divorce Act</i> .
B2	Equal decision-making responsibility	The PARTYNAME and the PARTYNAME will equally share the decision-making responsibility with respect to the child(ren) under s. 16.3 of the <i>Divorce Act</i> .
B3	Specified allocation of the decision-making responsibility	The PARTYNAME will have the following decision-making responsibilities for the child(ren) under s. 16.3 of the <i>Divorce Act</i> :  (a) health;  (b) education;  (c) culture, language, religion and spirituality;  (d) significant extra-curricular activities; and  (e) [list any additional responsibilities].
B4	Parenting Plan s. 16.6 of DA	The PARTYNAME and the PARTYNAME will share the decision-making responsibility with respect to the child(ren) in accordance with the parenting plan submitted by the parties and attached to this order.
B5	Parenting Plan Modified s. 16.6 of DA	The PARTYNAME and the PARTYNAME will share the decision-making responsibility with respect to the child(ren) in accordance with the parenting plan submitted by the parties and attached to this order, modified as follows: [insert modifications].
B6	Day-to-day decisions	The PARTYNAME's exclusive authority to make day-to-day decisions during their parenting time under s. 16.2(2) of the <i>Divorce Act</i> is subject to the following restrictions: [list relevant orders]
B7	Inform	Each party will advise the other party of any matters of a significant nature affecting the child(ren).
B8	Consult	Each party will consult the other party about any important decisions that must be made and will try to reach agreement concerning these important issues.
B9	Joyce Model	The PARTYNAME and the PARTYNAME will share decision-making responsibility of the child(ren), pursuant to the Joyce model as follows:  1. In the event of the death of either party, the surviving party will be the only party with decision-making responsibility of the child;  2. Each party will have the obligation to advise the other party of any matters of a significant nature affecting the child;  3. Each party will have the obligation to discuss with the other party any significant decisions that have to be made concerning the child,

		<p>including significant decisions about the health (except emergency decisions), education, religious instruction and general welfare;</p> <ol style="list-style-type: none"><li>4. The parties will have the obligation to discuss significant decisions with each other and the obligation to try to reach agreement on those decisions;</li><li>5. In the event that the parties cannot reach agreement on a significant decision despite their best efforts, the party with the majority of parenting time with the child will be entitled to make those decisions and the other party will have the right to apply for directions on any decision the party consider(s) contrary to the best interests of the child; and,</li><li>6. Each party will have the right to obtain information concerning the child directly from third parties, including but not limited to teachers, counsellors, medical professionals, and third party care givers.</li><li>7. Other.</li></ol>
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<b>Family Law Act: Guardianship</b>		
C1	Guardianship Presumed s. 39(1) of FLA	The PARTYNAME shall be the guardian(s) of the child(ren) under s. 39(1) of the <i>Family Law Act</i> .
C2	Guardianship Presumed s. 39(3) of FLA	The Court is satisfied that the PARTYNAME(S) is/are the guardian(s) of the child(ren) under s. 39(3) of the <i>Family Law Act</i> .
C3	Guardian Appointed	The PARTYNAME(S) is/are appointed guardian(s) of the child(ren) under s. 51(1)(a) of the <i>Family Law Act</i> .
C4	Interim Guardian Appointed	The PARTYNAME(S) is/are appointed guardian(s) of the child(ren) on an interim basis until DATE.
C5	Inform Guardians	Each guardian will advise the other guardian of any matters of a significant nature affecting the child(ren).
C6	Consult Guardians	Each guardian will consult the other guardian about any important decisions that must be made and will try to reach agreement concerning these important issues.

<b>Family Law Act: Parental Responsibilities</b>		
D1	Sole Responsibility s. 40(3)(a) of FLA	The PARTYNAME will have all of the s. 41 parental responsibilities for the child(ren), under s. 40(3)(a) of the <i>Family Law Act</i> .
D2	Equal Responsibility s. 40(2) of FLA	The guardians will share equally all of the s. 41 parental responsibilities for the child(ren) under s. 40(2) of the <i>Family Law Act</i> .
D3	Specified Usual Responsibilities s. 40(2) of FLA	<p>The PARTYNAME will have the following s. 41 parental responsibilities for the child(ren) under s. 40(2) of the <i>Family Law Act</i>:</p> <p>(a) Making day to day decisions affecting the child(ren) and having day to day care, control and supervision of the child(ren);</p> <p>(b) Making decisions about where the child(ren) will reside;</p> <p>(c) Making decisions about the child(ren)'s educational, cultural, medical, religious and spiritual upbringing.</p> <p>(d) [list any additional responsibilities]</p>
D4	List Statutory Responsibilities s. 40(2) of FLA	<p>The PARTYNAME will have the following s. 41 parental responsibilities under s. 40(2) of the <i>Family Law Act</i>:</p> <p>Section 41 of the <i>Family Law Act</i>:</p> <p>(a) making day-to-day decisions affecting the child and having day-to-day care, control and supervision of the child;</p> <p>(b) making decisions respecting where the child will reside;</p> <p>(c) making decisions respecting with whom the child will live and associate;</p> <p>(d) making decisions respecting the child's education and participation in extracurricular activities, including the nature, extent and location;</p> <p>(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;</p> <p>(f) subject to section 17 of the Infants Act, giving, refusing or withdrawing consent to medical, dental and other health-related treatments for the child;</p> <p>(g) applying for a passport, licence, permit, benefit, privilege or other thing for the child;</p> <p>(h) giving, refusing or withdrawing consent for the child, if consent is required;</p>

		<p>(i) receiving and responding to any notice that a parent or guardian is entitled or required by law to receive;</p> <p>(j) requesting and receiving from third parties health, education or other information respecting the child;</p> <p>(k) subject to any applicable provincial legislation, (i) starting, defending, compromising or settling any proceeding relating to the child, and (ii) identifying, advancing and protecting the child's legal and financial interests;</p> <p>(l) exercising any other responsibilities reasonably necessary to nurture the child's development.</p>
D5	Joyce Model	<p>The PARTYNAME and the PARTYNAME will share equally all of the s. 41 parental responsibilities for the child(ren) under s. 40(2) of the <i>Family Law Act</i>, pursuant to the Joyce model as follows:</p> <ol style="list-style-type: none"> <li>1. In the event of the death of a guardian, the surviving guardian(s) will be the only guardian(s) of the child;</li> <li>2. Each guardian will have the obligation to advise the other guardian(s) of any matters of a significant nature affecting the child;</li> <li>3. 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;</li> <li>4. The guardians will have the obligation to discuss significant decisions with each other and the obligation to try to reach agreement on those decisions;</li> <li>5. In the event that the guardians cannot reach agreement on a significant decision despite their best efforts, the guardian with the majority of parenting time with the child will be entitled to make those decisions and the other guardian(s) will have the right to apply for directions on any decision the guardian(s) consider(s) contrary to the best interests of the child, under s. 49 of the <i>Family Law Act</i>; and,</li> <li>6. Each guardian will have the right to obtain information concerning the child directly from third parties, including but not limited to teachers, counsellors, medical professionals, and third-party care givers.</li> <li>7. Other.</li> </ol>

<b><i>Divorce Act or Family Law Act: Parenting Time and Ancillary Orders</i></b>		
E1	Specify Legislation (DA or FLA)	The following orders for parenting time are made under the [ <i>Divorce Act</i> or <i>Family Law Act</i> ].
E2	Parenting Plan s. 16.6 of DA	The PARTYNAME and the PARTYNAME will share parenting time in accordance with the parenting plan submitted by the parties and attached to this order.
E3	Parenting Plan Modified s. 16.6 of DA	The PARTYNAME and the PARTYNAME will share parenting time in accordance with the parenting plan submitted by the parties and attached to this order, modified as follows: [insert modifications]
E4	Equal Parenting Time	The PARTYNAME and the PARTYNAME will share parenting time equally as agreed between them.
E5	Reasonable Parenting Time	The PARTYNAME will have reasonable parenting time at dates and times agreed between the PARTYNAME and PARTYNAME.
E6	Liberal and Generous Parenting Time	The PARTYNAME will have liberal and generous parenting time at dates and times agreed between the PARTYNAME and PARTYNAME.
E7	Primary Residence	The PARTYNAME will have primary residence of the child[ren] and the PARTYNAME will have parenting time specified as follows.
E8	Parenting Time Every Specified Day	The PARTYNAME will have parenting time every DAYOFWEEK from STARTTIME to FINISHTIME, commencing on STARTDATE.
E9	Parenting Time Alternate Specified Days	The PARTYNAME will have parenting time on alternate DAYOFWEEK's from STARTTIME to FINISHTIME, commencing on STARTDATE.
E10	Parenting Time Every Weekend	The PARTYNAME will have parenting time every weekend from DAYOFWEEK at STARTTIME until DAYOFWEEK at FINISHTIME, commencing STARTDATE.
E11	Parenting Time Alternate Weekends	The PARTYNAME will have parenting time on alternate weekends from DAYOFWEEK at STARTTIME until DAYOFWEEK at FINISHTIME, commencing STARTDATE.
E12	Stat Holiday Parenting Time	If the day preceding or following the weekend is a statutory holiday or professional development day, the parenting time will include that extra day.
E13	Supervised Parenting Time s. 16.1(8) of DA	Under s. 16.1(8) of the <i>Divorce Act</i> , the PARTYNAME's parenting time will be supervised by NAME or another person agreed between the PARTYNAME and PARTYNAME.
E14	Supervised Parenting Time s. 45(3) of FLA	Under s. 45(3) of the <i>Family Law Act</i> , the PARTYNAME's parenting time will be supervised by NAME or another person agreed between the guardians.

E15	Parenting Time In Presence	The PARTYNAME's parenting time will take place in the presence of NAME or another person agreed between the PARTYNAME and PARTYNAME.
E16	Christmas Parenting Time	The PARTYNAME will have the following parenting time on Christmas Eve and Christmas Day: [insert schedule].
E16 (b)	Alternate Years Christmas Parenting Time	The PARTYNAME will have the following parenting time during the Christmas season: [insert schedule]. In the following year, the schedule will be reversed and the parties will alternate parenting time on Christmas season in each subsequent year.
E17	Winter Holidays Parenting Time	The PARTYNAME will have the following parenting time during the winter school holidays: [insert schedule].
E17 (b)	Alternate Years Winter Holidays Parenting Time	The PARTYNAME will have the following parenting time during the winter school holidays: [insert schedule]. In the following year, the schedule will be reversed and the parties will alternate parenting time in subsequent winter school holidays.
E18	Spring Break Parenting Time	The PARTYNAME will have the following parenting time during the spring school break: [insert schedule].
E18 (b)	Spring Break Parenting Time	The PARTYNAME will have the following parenting time during the spring school break: [insert schedule]. In the following year, the schedule will be reversed and the parties will alternate spring break parenting times in each subsequent year.
E19	Summer Parenting Time	The PARTYNAME will have the following parenting time with the child(ren) during the child(ren)'s summer holidays: [insert schedule].
E19 (b)	Summer Parenting Time	By [insert date] the parties will exchange their proposed summer holiday schedule for the coming year.
E19 (c)	Default Summer Parenting Time	The PARTYNAME and PARTYNAME will each have parenting time for [period] each summer at dates and times agreed between them, but if they are unable to agree, then the PARTYNAME will have the children for [specified period].
E20	Parent's birthday	Despite the regular parenting schedule, the PARTYNAME will have parenting time with the child(ren) from STARTTIME to FINISHTIME on their birthday.
E21	Mother's Day and Father's Day	Despite the regular parenting schedule, the PARTYNAME will have parenting time with the child(ren) on Mother's Day from STARTTIME to FINISHTIME and the PARTYNAME will have parenting time with the child(ren) on Father's Day from STARTTIME to FINISHTIME.
E22	Child's birthday	The parent who is exercising parenting time on the day of the child(ren)'s birthday will celebrate the child's birthday with the child.
E23 (a)	Parenting Time Transport	The PARTYNAME will drop off the child(ren) at the beginning of the PARTYNAME's parenting time at LOCATION and the PARTYNAME will return the child(ren) at the end of their parenting time at LOCATION.

E23 (b)	Parenting Time Transport	The PARTYNAME will pick up and the PARTYNAME will drop off the child(ren) at the beginning and ending of the PARTYNAME's parenting time at LOCATION at TIME.
E24	Exchange	The child(ren) will be exchanged at LOCATION.
E25	Phone/Electronic Communication	The PARTYNAME will have reasonable telephone and/or electronic communication with the child(ren) while they are in the care of the PARTYNAME.
E26	Specified Phone/Electronic Communication	The PARTYNAME will have reasonable telephone and/or electronic communication with the child(ren) between STARTTIME and ENDTIME on DAYSOFWEEK. The PARTYNAME will initiate the communication via [method of communication such as Skype or Face Time].
E27	Non-removal of child	The parties shall not remove the child(ren) from [specified geographic area] without the written consent of either party or without a court order authorizing the removal.

<b><i>Divorce Act or Family Law Act: Contact</i></b>		
F1	Specify Legislation (DA or FLA)	The following orders for contact are made under the [ <i>Divorce Act or Family Law Act</i> ].
F2	Parenting Plan s. 16.6 of DA	CONTACTPERSON will have contact with the child(ren) in accordance with the parenting plan submitted by the parties and attached to this order.
F3	Parenting Plan Modified s. 16.6 of DA	CONTACTPERSON will have contact with the child(ren) in accordance with the parenting plan submitted by the parties and attached to this order, modified as follows: [insert modifications].
F4	Reasonable Contact	CONTACTPERSON will have reasonable contact with the child(ren) at dates and times agreed between CONTACTPERSON and the PARTYNAME(S).
F5	Liberal and Generous Contact	CONTACTPERSON will have liberal and generous contact with the child(ren) at dates and times agreed between CONTACTPERSON and the PARTYNAME(S).
F6	Contact Every Specified Day	CONTACTPERSON will have contact with the child(ren) every DAYOFWEEK from STARTTIME to FINISHTIME, commencing STARTDATE.
F7	Contact Alternate Specified Days	CONTACTPERSON will have contact with the child(ren) on alternate DAYOFWEEK from STARTTIME to FINISHTIME, commencing STARTDATE.
F8	Contact Every Weekend	CONTACTPERSON will have contact with the child(ren) every weekend from DAYOFWEEK at STARTTIME until DAYOFWEEK at FINISHTIME, commencing STARTDATE.
F9	Contact Alternate Weekends	CONTACTPERSON will have contact with the child(ren) on alternate weekends from DAYOFWEEK at STARTTIME until DAYOFWEEK at FINISHTIME, commencing STARTDATE.
F10	Stat Holiday Contact	If the day preceding or following the weekend is a statutory holiday or professional development day, the contact time will include that extra day.
F11	Supervised Contact s. 16.5(7) of DA	Under s. 16.5(7) of the <i>Divorce Act</i> , CONTACTPERSON's contact will be supervised by NAME or another person agreed between CONTACTPERSON and the PARTYNAME(S).
F12	Supervised Contact s. 59(3) of FLA	Under s. 59(3) of the <i>Family Law Act</i> , CONTACTPERSON's contact will be supervised by NAME or another person agreed between CONTACTPERSON and the PARTYNAME(S).
F13	Contact in Presence	CONTACTPERSON's contact will take place in the presence of NAME or another person agreed between CONTACTPERSON and the PARTYNAME(S).
F14	Christmas Contact	CONTACTPERSON will have the following contact with the child(ren) during the Christmas school holidays: [insert schedule].
F15	Winter Holidays Contact	CONTACTPERSON will have the following contact with the child(ren) during the winter school holidays: [insert schedule].
F16	Spring Break Contact	CONTACTPERSON will have the following contact with the child(ren) during the spring school break: [insert schedule].

F17	Summer Contact	CONTACTPERSON will have the following contact with the child(ren) during the children's summer holidays: [insert schedule]
F18 (a)	Contact Transport	PARTYNAME will drop off the child(ren) at the beginning of CONTACTPERSON's contact at LOCATION and CONTACTPERSON will return the child(ren) at the end of their contact at LOCATION.
F18 (b)	Contact Transport	CONTACTPERSON will pick up and drop off the child(ren) at the beginning and ending of CONTACTPERSON's contact at LOCATION at TIME.
F19	Exchange	The child(ren) will be exchanged at LOCATION.
F20	Phone/Electronic Communication	CONTACTPERSON will have reasonable telephone and/or electronic communication with the child(ren) while they are in the care of the PARTYNAME(S).
F21	Specified Phone/Electronic Communication	CONTACTPERSON will have reasonable telephone and/or electronic communication with the child(ren) between STARTTIME and ENDTIME on DAYSOFWEEK. CONTACTPERSON will initiate the communication via [method of communication such as Skype or Face Time].
F22	Non-removal of child	The CONTACTPERSON shall not remove the child(ren) from [specified geographic area] without the written consent of the PARTYNAME(S) or without a court order authorizing the removal.

<b>Conduct - Communication, Alcohol &amp; Drugs</b>		
G1	One Party Communication Restriction	Under s. 225 of the <i>Family Law Act</i> , the PARTYNAME will have no communication with the PARTYNAME except [describe means and/or circumstances of permitted communication].
G2	Mutual Communication Restriction	Under s. 225 of the <i>Family Law Act</i> , the parties will communicate with each other only [describe means and/or circumstances of permitted communication].
G3	Children's Interests Conduct	The parties will:  (a) put the best interests of the child(ren) before their own interests;  (b) encourage the child(ren) to have a good relationship with the other parent and speak to the child(ren) about the other parent and that parent's partner in a positive and respectful manner; and  (c) make a real effort to maintain polite, respectful communications with each other, refraining from any negative or hostile criticism, communication or argument in front of the child(ren).
G4	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).
G5	Family Speech Conduct	The parties will encourage their respective families to refrain from any negative comments about the other parent and their extended family, and from discussions in front of the child(ren) concerning family issues or litigation.
G6	No Alcohol/Drugs	[PARTYNAME or CONTACTPERSON] will not consume or possess any alcohol or controlled substances 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.
G7	Drug Test	[PARTYNAME or CONTACTPERSON] will provide a valid sample of their urine or hair follicle for testing to [name of testing facility approved by the Court] or another testing facility approved by the Court. [PARTYNAME or CONTACTPERSON] must ensure the sample is collected under supervision by [insert name of testing facility] or another testing facility approved by the

		court on a chain of custody basis, ensuring their identity as the donor and the integrity of the sample. The sample will be tested for the presence of [specify what is to be tested]. The testing of the sample must occur at an accredited forensic laboratory. A positive test must be subject to confirmatory testing. The cost of any such tests will be paid by [insert order].
G8 (a)	Drug test schedule and costs	[PARTYNAME or CONTACTPERSON] will provide urine or hair follicle test results obtained in compliance with this order [insert schedule for tests]. The cost of any such tests will be paid by [insert order].
G8 (b)	Drug test schedule and costs	[PARTYNAME or CONTACTPERSON] will undergo random urine or hair follicle tests obtained in compliance with this order at [name of testing facility approved by the Court] or another testing facility approved by the Court and will authorize release of the test results to the PARTYNAME. The cost of any such tests will be paid by [insert order].

<b>Child Support</b>		
H1	Income Finding	The PARTYNAME is found to be a resident of British Columbia and is found to have a gross annual income of \$ AMOUNT.
H2	Imputed Income	The PARTYNAME is found to be a resident of British Columbia and is imputed to have a gross annual income of \$ AMOUNT.
H3	Child Support Payments (Specify DA or FLA)	The PARTYNAME will pay to the PARTYNAME the sum of \$ AMOUNT per month for the support of [name(s) and birthdate(s) of the child(ren)], commencing on STARTDATE and continuing on the [1 <sup>st</sup> , 15 <sup>th</sup> , 31 <sup>st</sup> , etc.] day of each and every month thereafter, for as long as the child(ren) is/are eligible for support under the [Divorce Act or Family Law Act] or until further agreement of the parties or Court order.
H4	Child Support Payments by Both Parties Without Set Off (Specify DA or FLA)	<p>The PARTYNAME will pay to the PARTYNAME the sum of \$ AMOUNT per month for the support of [name(s) and birthdate(s) of the child(ren)], commencing on STARTDATE and continuing on the [1<sup>st</sup>, 15<sup>th</sup>, 31<sup>st</sup>, etc.] day of each and every month.</p> <p>The PARTYNAME will pay to the PARTYNAME the sum of \$ AMOUNT per month for the support of [name(s) and birthdate(s) of the child(ren)], commencing on STARTDATE and continuing on the [1<sup>st</sup>, 15<sup>th</sup>, 31<sup>st</sup>, etc.] day of each and every month.</p> <p>These payments will continue for as long as the child(ren) is/are eligible for support under the [Divorce Act or Family Law Act] or until further agreement of the parties or Court order.</p>
H5	Child Support Payments by Both Parties With Set Off (Specify DA or FLA)	<p>The PARTYNAME will pay to the PARTYNAME the sum of \$ AMOUNT per month for the support of [name(s) and birthdate(s) of the child(ren)].</p> <p>The PARTYNAME will pay to the PARTYNAME the sum of \$ AMOUNT per month for the support of [name(s) and birthdate(s) of the child(ren)].</p> <p>To satisfy each party's obligations to pay child support, the PARTYNAME will pay to the PARTYNAME the net sum of \$ AMOUNT per month, commencing on STARTDATE and continuing on the [1<sup>st</sup>, 15<sup>th</sup>, 31<sup>st</sup>, etc.] day of each and every month.</p> <p>These payments will continue for as long as the child(ren) is/are eligible for support under the [Divorce Act or Family Law Act] or until further agreement of the parties or Court order.</p>
H6	Extraordinary Expenses	The PARTYNAME will pay to the PARTYNAME the sum of \$ AMOUNT per month commencing on STARTDATE and continuing on the [1 <sup>st</sup> , 15 <sup>th</sup> , 31 <sup>st</sup> , etc.] day of each month thereafter for the child(ren)'s special or extraordinary expenses.
H7	Proportionate Shares	The PARTYNAME will pay to the PARTYNAME their proportional share for the child(ren)'s special or extraordinary expenses. The parties respective proportional shares are the PARTYNAME [share amount]% and the PARTYNAME [share amount]%. The following expenses will be special or

		extraordinary expenses [insert list/include such other expenses as agreed to by the parties].
H8	Reimbursement	The party incurring a special or extraordinary expense shall provide the other party with a receipt for reimbursement.
H9	List of expenses	The parties agree that the following expenses shall be considered special or extraordinary expenses for the child(ren): [list of expenses].
H10	Other expenses	No other expenses will be considered special or extraordinary unless agreed to by the parties in advance or by further Court order.
H11	Annual Financial Disclosure	For as long as the child(ren) is/are eligible to receive child support, the parties will exchange:  (a) copies of their respective income tax returns for the previous year, including all attachments, not later than DATE each year; and  (b) copies of any Notice of Assessment or Reassessment provided to them by Canada Revenue Agency, immediately upon receipt.
H12	Review	The parties shall conduct a review of child support and the children's special or extraordinary expenses on an [annual or biennial] basis and payments shall be adjusted as necessary by DATE of [every or every other] year.

### Spousal Support

11	Guideline Income	For the purposes of calculating support payments under the Spousal Support Advisory Guidelines, the PARTYNAME's income is set at \$ AMOUNT a year for YEAROFINCOME.
12	Spousal Support Until Termination (Specify DA or FLA)	Pursuant to the [ <i>Divorce Act</i> or <i>Family Law Act</i> ], the PARTYNAME will pay to the PARTYNAME for their support the sum of \$ AMOUNT per month, commencing on STARTDATE and continuing on the [1 <sup>st</sup> , 15 <sup>th</sup> , 31 <sup>st</sup> , etc.] day of each and every month thereafter until ENDDATE, at which time spousal support will be terminated.
13	Spousal Support Until Review or Further Order (Specify DA or FLA)	Pursuant to the [ <i>Divorce Act</i> or <i>Family Law Act</i> ], the PARTYNAME will pay to the PARTYNAME for their support the sum of \$ [amount] per month, commencing on STARTDATE and continuing on the [1 <sup>st</sup> , 15 <sup>th</sup> , 31 <sup>st</sup> , etc.] day of each and every month thereafter until [end date or event], at which time spousal support will be reviewed for quantum and/or entitlement [or any other specified reason for review]. [or until further order of the court].
14	Varying Support	The parties may vary the amount of spousal support by agreement or seek to do so by Court order.

<b>Arrears</b>		
J1	Arrears Quantum Only	The arrears owing from the PARTYNAME to the PARTYNAME as of DATE are \$ AMOUNT, including principal and interest.
J2	Arrears Quantum with Default Fees	The arrears owing from the PARTYNAME to the PARTYNAME as of DATE are \$ AMOUNT, including principal and interest and default fees.
J3	Arrears Payment	The PARTYNAME will pay to the PARTYNAME a minimum of \$ AMOUNT per month towards the arrears of support, in addition to regular monthly support payments, commencing on STARTDATE and continuing on the [1 <sup>st</sup> , 15 <sup>th</sup> , 31 <sup>st</sup> , etc.] day of each month thereafter until the arrears are paid in full or until further agreement of the parties or Court Order.

<b>Financial Disclosure</b>		
K1	Form F8 Financial Disclosure	The PARTYNAME will complete, file with the Registry of this Court, and deliver to the PARTYNAME a sworn Financial Statement in Form F8 of the <i>Supreme Court Family Rules</i> , including all attachments listed on page 2 of that Form by DATE.
K2	Penalty s. 213(2)(d) of FLA	The PARTYNAME will pay \$ AMOUNT [not to exceed \$5,000] to the PARTYNAME if they fail to file financial information in accordance with this Order. This award is in addition to and not in place of any other remedy under Section 213(2)(d) of the <i>Family Law Act</i> .

<b>Variation, Suspension, Termination</b>		
L1	Variation	The Order of Judge/Master NAME, made DATE, is changed as follows: [variation order].
L2	Without Notice Order Changed	The Order of Judge/Master NAME, made DATE, in the absence of the PARTYNAME is changed as follows: [variation order].
L3	Without Notice Order Suspended	The Order of Judge/Master NAME, made DATE, in the absence of the PARTYNAME is suspended until [date OR circumstance].
L4	Without Notice Order Terminated	The Order of Judge/Master NAME, made DATE, in the absence of the PARTYNAME is terminated.

<b>Parentage</b>		
M1	DNA Test s. 33(2) of FLA	The parties and the child will have tissue and/or blood samples taken by a qualified person for the purpose of conducting parentage tests under s. 33(2) of the <i>Family Law Act</i> .
M2	DNA Test and Costs s. 33(2) of FLA	The parties and the child will have tissue and/or blood samples taken by a qualified person for the purpose of conducting parentage tests, with the costs to be [insert order] under s.33(2) of the <i>Family Law Act</i> .

Section 211 Reports, Views of the Child (“VOC”) Reports, and Hear The Child (“HTC”) Reports		
N1	Full Report by Family Justice Counsellor	A Family Justice Counsellor will prepare a report to assess [state issue(s) as specifically as possible such as parenting time, contact, guardianship, parental responsibilities, or other].
N2	Full Report Appointment of Assessor	ASSESSORNAME, or, in the event ASSESSORNAME is unable or unwilling to accept the appointment, ALTERNATIVEASSESSORNAME, (the “Assessor”) is appointed to prepare a written report concerning the arrangements for the parenting of, or contact with, [name(s) and birthdate(s) of the child(ren) who are the subject(s) of the assessment].
N3	Full Report issues to be assessed	Pursuant to section 211(1) of the <i>Family Law Act</i> , the Assessor will assess and prepare a report concerning (check all that apply):
N3-A	Needs of the children	The needs of the child(ren) [insert name(s) of child(ren)];
N3-B	Views of the children	the views of the child(ren); and
N3-C	Ability and willingness	the ability and willingness of PARTYNAME(S) to satisfy the needs of the child(ren).
N3-D	Particular regard	In preparing the s. 211 report the Assessor is to have particular regard to: [state issue(s) as specifically as possible such as parenting time, contact, guardianship, parental responsibilities, or other].
N4	Full report further specific issues to be included	In addition to any other issues that the Assessor identifies, the Assessor must address in the report the following specific issues and allegations, and their impact, regarding (check all that apply):
N4-A	Family violence	family violence;
N4-B	Resisting or refusing parenting time	A child or children resisting or refusing parenting time or contact with a party;
N4-C	Relocation of the children	The relocation of the child(ren) in light of the factors identified at i. Sections 46 or 69 of the <i>Family Law Act</i> or ii. Section 16.92(1) of the <i>Divorce Act</i> ;
N4-D	Substance abuse	Substance abuse;
N4-E	Mental health	Other mental health concerns;
N4-F	Other	[identify other specific issues or questions to be assessed].
N5	Communications	Except when meeting with the Assessor as requested or otherwise directed by the Assessor, all communications between a party or their lawyer and the Assessor must be in writing and be copied to the other party or their lawyer.
N6	Costs of full report	Costs of the s. 211 report are to be paid for by PARTYNAME.
N7	Determining Assessor	The parties are to exchange the names of [insert number] proposed assessors and are to agree on one name from their proposed lists. If the parties are unable to agree, they may apply for a court order appointing an assessor.

N8	VOC Report by Family Justice Counsellor s. 211 of FLA	A Family Justice Counsellor will prepare a report respecting the views of the child(ren) [name(s) and birthdate(s) of child(ren)] about [insert order].
N9	VOC Report Named Assessor s. 202 of FLA	ASSESSORNAME will prepare a report to assess the views of the child(ren) [name(s) and birthdate(s) of child(ren)] about [insert order] .
N10	VOC Report Named Assessor and Costs s. 202 of FLA	ASSESSORNAME will prepare a report to assess the views of the child(ren) [name(s) and birthdate(s) of child(ren)] about [insert order] with the cost to be [insert order] .
N11	HTC Report by Named Preparer under s. 202 of FLA	PREPARERNAME will prepare a non-evaluative Hear The Child report for [name(s) and birthdate(s) of child(ren)] about [insert question[s] to be addressed].
N12	HTC Report by Named Preparer and Costs s. 202 of FLA	PREPARERNAME will prepare a non-evaluative Hear The Child report for [name(s) and birthdate(s) of child(ren)] about [insert question[s] to be addressed] with the cost to be [insert order].
N13	Due date	ASSESSOR/PREPARERNAME will make their best efforts to complete the report by DUE DATE. If circumstances arise such that the ASSESSOR/PREPARERNAME will not be able to complete the report by the expected completion date, the ASSESSOR/PREPARERNAME will forthwith advise the parties.
N14	Completed report	The ASSESSOR/PREPARERNAME will give a copy of the completed report to each party and give a copy of the completed report to the court.

<b>Service</b>		
O1	Service Order Only	The Applicant will personally serve the Respondent with a copy of this Order by DATE and file an Affidavit of Service in the Supreme Court Registry by DATE.
O2	Service Order and Documents	The Applicant will personally serve the Respondent with a copy of this Order and [documents] by DATE and file an Affidavit of Service in the Supreme Court Registry by DATE.
O3	Sub Service	The PARTYNAME may serve the PARTYNAME with [document type] by [service method] and such service will be deemed sufficient service on the PARTYNAME effective on the date of service.
O4	Service by Peace Officer	A copy of this Order will be served on the PARTYNAME by a peace officer by DATE and the peace officer will provide proof of service to the Supreme Court Registry at LOCATION, British Columbia by DATE.

<b>Transfer File</b>		
P1	Transfer File For All Purposes	File No. ____ be transferred to the Supreme Court Registry at LOCATION, British Columbia, for all purposes.
P2	Transfer File Single Purpose	File No. ____ be transferred to the Supreme Court Registry at LOCATION, British Columbia, for the purpose of hearing the application filed on [filing date].
P3	Consolidate File	Consolidate Provincial Court [Registry] proceedings No. _____ with these proceedings.

<b>Dispense with Signature</b>		
Q1	Dispense with Signature	The requirement to obtain the PARTYNAME's signature approving the form of this Order is dispensed with.
Q2	Dispense with Signature if no Response to Draft	The PARTYNAME will prepare a draft of this order for review by the PARTYNAME. The PARTYNAME will have 7 days in which to provide comments on the draft. If no comments are received, the PARTYNAME may submit the order without the signature of the PARTYNAME.

Family Property and Assets		
R1	Family Property	Parties agree that the following property is family property: [list property].
R2	Excluded Property	Parties agree that the following property is excluded family property: [insert excluded property list] belongs to the PARTYNAME [insert excluded property list] belongs to the PARTYNAME.
R3	Interim Distribution of Family Property	<p>The PARTYNAME is entitled to an interim distribution of family property in the amount of [insert amount] from [insert institution and account number] to provide money to fund:</p> <p>(a) family dispute resolution</p> <p>(b) all or part of a proceeding under the <i>Family Law Act</i></p> <p>(c) obtaining information of evidence in support of family dispute resolution or an application.</p>
R4	Exclusive Occupancy of Family Home	<p>The PARTYNAME is to have exclusive occupancy of the family residence located at ADDRESS commencing on DATE:</p> <p>(a) until the property is sold</p> <p>(b) until trial</p> <p>(c) until child(ren)'s is/are no longer a child(ren) of the marriage as defined by the <i>Family Law Act</i> or <i>Divorce Act</i></p> <p>(d) until (date specified).</p>
R5	Storage of Personal Property at Family Home	The PARTYNAME is to have use of the following personal property stored at the family residence to exclusion of NAME: [list property]
R6	Right To Apply to Postpone sale	<p>The PARTYNAME has the right to apply for:</p> <p>(a) partition and sale</p> <p>(b) sale of</p> <p>(c) encumbrance of to be postponed until DATE or SPECIFIEDEVENT</p>
R7	Attendance to Remove Personal Property	The PARTYNAME may attend at the family residence located at ADDRESS to remove all of their personal property.
R8	Attendance to Remove Specified Personal Property	The PARTYNAME may attend at the family residence located at ADDRESS to remove the following items from their personal property: [list items].
R9	Unequal Division of Family Property	The PARTYNAME shall be entitled to an unequal division of the following family property: [list property]
R10	Owner of Property	The PARTYNAME is the owner of the following property: [list property].

R11	Right of Possession	The PARTYNAME has a right of possession to the following property: [list property].
R12	Transfer / Vested Title	Title to the following property shall be transferred to OR vested in the PARTYNAME and/or child(ren): [list property].
R13	Property Held in Trust	The PARTYNAME holds the following property in trust for the PARTYNAME and/or child(ren): [list property].
R14	Compensation	The PARTYNAME shall pay compensation in the amount of \$ [insert amount] to the PARTYNAME for the following property: [list property] that was (a) disposed of (b) transferred or (c) converted or exchanged into another form.
R15	Compensation For Dividing Property	The PARTYNAME shall pay compensation in the amount of \$ AMOUNT to the PARTYNAME for the purpose of dividing property.
R16	Sale of Family Home	The family residence located at ADDRESS is to be listed for sale with REALTORNAME.
R17	Joint Conduct of Sale	The PARTYNAME and PARTYNAME are to have joint conduct of sale.
R18	Sole Conduct of Sale	The PARTYNAME will have sole conduct of sale.
R19	Proceeds of Sale of Family Home	The proceeds of the sale of the family residence to be used as follows: (a) pay mortgage [name of institution or institutions] (b) pay other encumbrances registered against the title [list] (c) pay real estate commission (d) usual closing adjustments (e) other.
R20	Net Proceeds of Sale Distributed Equally	The net proceeds of the sale of the family residence to be distributed equally between the PARTYNAME and PARTYNAME as follows: \$ [insert amount] to the PARTYNAME \$ [insert amount] to the PARTYNAME.
R21	Net Proceeds of Sale Held in Trust	The net proceeds of the sale of the family residence are to be held in trust in the PARTYNAME's trust account until further agreement or Court Order.

<b>Property Protection</b>		
S1	Restraining Order for Personal Property	The PARTYNAME and/or the PARTYNAME is/are prohibited from disposing of, transferring, converting or exchanging into another form any property at issue in this proceeding including:  (a) bank accounts (b) investment accounts (c) RRSPs (d) specified property and/or any exceptions.
S2	Restraining Order for Transferring Corporate Shares	The PARTYNAME and/or the PARTYNAME is/are prohibited from disposing of, or transferring shares in [name of corporation] until agreement between the parties or a Court Order.
S3	Restraining Order for Voting Corporate Shares	The PARTYNAME and/or the PARTYNAME is/are prohibited from voting shares in [name of corporation] for purposes of:  (a) paying out shareholder loans (b) disposing of company assets (c) issuing shares (d) other without agreement of the parties or a Court Order.

<b>Family Debt</b>		
T1	Equal Division of Family Debt	Parties agree that the following debts are family debts and each will be equally responsible for them: [list name(s) of institution(s) and/or creditor(s)]
T2	Sole Responsibility of Family Debt	Parties agree that the PARTYNAME will be solely responsible for the following family debts: [list name(s) of institution(s) and/or creditor(s)]

<b>Pension</b>		
U1	Provide Security for Performance	The PARTYNAME to provide security for performance of the following obligations: [list obligations].
U2	Pension Not Divisible	The PARTYNAME's pension benefits administered by [insert name] are not divisible.
U3	Division of Pension	The PARTYNAME is entitled to [insert percentage]% share or division of the PARTYNAME's pension administered by [insert name].
U4	File Division Application with Plan	The PARTYNAME will file the necessary application with the pension plan's administrator to give effect to the division.
U5	Pay Compensation for Loss Share	PARTYNAME shall pay compensation to PARTYNAME for the loss of PARTYNAME's proportionate share under a supplemental pension plan.

<b>Passports/ Travel</b>		
V1	Surrender Passport	The PARTYNAME shall surrender their passport to the Registry for safekeeping until further order of the Court.
V2	Surrender Passport to counsel	The PARTYNAME shall surrender their passport to COUNSEL for the PARTYNAME for safekeeping until further order of the Court.
V3	Surrender Passport to party	The PARTYNAME shall surrender the child[ren]'s passport to the PARTYNAME for the purposes of travel to LOCATION from DATE to DATE.
V4	Dispense with consent for passport application	The requirement to obtain the PARTYNAME's consent for the PARTYNAME to apply for a passport for the child[ren] is dispensed with.
V5	Require signature on passport application	The PARTYNAME shall sign the passport application(s) for the child[ren] and provide the signed application(s) to the PARTYNAME within TIMEFRAME.
V6	Specific permission to travel	The PARTYNAME is permitted to travel to LOCATION with the child(ren) from DATE to DATE. In advance of the travel, the PARTYNAME is to provide the PARTYNAME with a travel itinerary, contact addresses, telephone numbers and evidence of reasonable travel medical/health insurance coverage obtained for the child(ren) for the duration of the trip.
V7	Ongoing permission to travel	The PARTYNAME is permitted to travel to LOCATION with the child(ren) without the consent of the PARTYNAME [insert terms of order]. In advance of the travel, the PARTYNAME is to provide the PARTYNAME with a travel itinerary, contact addresses, telephone numbers and evidence of reasonable travel medical/health insurance coverage obtained for the child(ren) for the duration of the trip.
V8	Written authorization for travel	Each party will sign a general written authorization for the other party to travel with the child[ren]. In advance of any travel, the PARTYNAME is to provide the PARTYNAME with a travel itinerary, contact addresses, telephone numbers and evidence of reasonable travel medical/health insurance coverage obtained for the child(ren) for the duration of the trip.
V9	Dispense with consent to travel	The requirement to obtain the PARTYNAME's consent for the PARTYNAME to travel with the child[ren] during their parenting time is dispensed with. In advance of any travel, the PARTYNAME is to provide the PARTYNAME with a travel itinerary, contact addresses, telephone numbers and evidence of reasonable travel medical/health insurance coverage obtained for the child(ren) for the duration of the trip.
V10	Specified Phone/Electronic Communication during travel	The PARTYNAME will have reasonable telephone and/or electronic communication with the child(ren) between STARTTIME and ENDTIME on DAYSOFWEEK. The PARTYNAME will initiate the communication via [method of communication such as Skype or Face Time] during the duration of the trip.

***Family Orders and Agreements Enforcement Assistance Act***

W1	Authorization – establishment or variation of support provision	<p>Pursuant to section 10 of the <i>Family Orders and Agreements Enforcement Act</i> (“FOAEAA”), a search officer appointed by the Attorney General under section 236 of the <i>Family Law Act</i> and employed in that capacity by Maintenance Enforcement and Locate Services within the Ministry of Attorney General is authorized to make an application under section 12 of FOAEAA for the purpose of [provide the reasons why the order is being sought e.g., to establish or vary a support provisions] to obtain the following information concerning PARTYNAME, born [date of birth]:</p> <ol style="list-style-type: none"> <li>a. the address of PARTYNAME;</li> <li>b. the name and address of the employer of PARTYNAME; and</li> <li>c. the information related to PARTYNAME, other than their Social Insurance Number, that is set out in their Income Tax and Benefit Return (T1), including the schedules for tax years [YEARS].</li> </ol>
W2	Authorization – enforcement of support provision	<p>Pursuant to section 10 of the <i>Family Orders and Agreements Enforcement Act</i> (“FOAEAA”), a search officer appointed by the Attorney General under section 236 of the <i>Family Law Act</i> and employed in that capacity by Maintenance Enforcement and Locate Services within the Ministry of Attorney General is authorized to make an application under section 12 of FOAEAA for the purpose of [... provide the reasons why the order is being sought ... e.g., to enforce a support provision] to obtain the following information concerning PARTYNAME, born [date of birth]:</p> <ol style="list-style-type: none"> <li>a. the address of PARTYNAME;</li> <li>b. the name and address of the employer of PARTYNAME; and</li> <li>c. for tax year [LASTYEAR] the information related to PARTYNAME, other than their Social Insurance Number, that is set out in their Income Tax and Benefit Return (T1), including the schedules.</li> </ol>
W3	Authorization – enforcement of other family provision (parenting, contact, custody, access)	<p>Pursuant to section 10 of the <i>Family Orders and Agreements Enforcement Act</i> (“FOAEAA”), a search officer appointed by the Attorney General under section 236 of the <i>Family Law Act</i> and employed in that capacity by Maintenance Enforcement and Locate Services within the Ministry of Attorney General is authorized to make an application under section 12 of FOAEAA for the purpose of [... provide the reasons why the order is being sought ... e.g., to enforce a family provision for parenting, contact, custody or access] to obtain the following information concerning PARTYNAME, born [date of birth]:</p> <ol style="list-style-type: none"> <li>a. the address of PARTYNAME;</li> <li>b. the name and address of the employer of PARTYNAME;</li> <li>c. the name and address of [the child(ren) referred to in clause 9(1)(a)(iii)(B) of FOAEAA]; and</li> </ol>

		d. the name and address of the employer of [the child(ren) referred to in clause 9(1)(a)(iii)(B) of FOAEAA].
W3	Notice of Search / Information Release	Pursuant to section 11 of FOAEAA, the Minister shall not, under section 12.1 of FOAEAA, send to PARYTNAME, a copy of this order or a notice informing them that information will be released.
W4	Service of Order and Materials	Pursuant to <i>Supreme Court Family Rule 15-2.3(3)</i> , service on PARYTNAME of this order and documents filed in support, is not required under <i>Supreme Court Family Rule 10-9(7)</i> .
W5	Pre-emptive release of information	Upon receipt by the Court, the [search results] shall be unsealed and disclosed to [any person, service or body or official of the court that it considers appropriate] on the following terms: <ul style="list-style-type: none"> <li>a. [terms to protect the confidentiality of the information] <i>E.g., The applicant and/or their counsel shall not disclose the [search results] to any third parties, other than:</i> <ul style="list-style-type: none"> <li>i. <i>an expert retained to prepare a report in this proceeding pursuant to Part 13 of the Supreme Court Family Rules.</i></li> </ul> </li> </ul>
W6	Resetting application to deal with release of information	To reset their application filed DATE to determine what information, if any, may be disclosed to the applicant, the applicant may file a requisition in Form F17 pursuant to Rule 10-6(19.1) of the <i>Supreme Court Family Rules</i> , specifying that the application being reset is for the release of information obtained pursuant to FOAEAA, on or after DATE.
W7	Order to release information after review by the Court	The [all or part of the search results] shall be unsealed and disclosed to [any person, service or body or official of the court that it considers appropriate] on the following terms: <ul style="list-style-type: none"> <li>a. [terms to protect the confidentiality of the information] <i>E.g., The applicant and/or their counsel may not disclose the [search results] to any third parties, other than:</i> <ul style="list-style-type: none"> <li>i. <i>an expert retained to prepare a report in this proceeding pursuant to Part 13 of the Supreme Court Family Rules.</i></li> </ul> </li> </ul>

<b>Companion Animals</b>		
X1	Declaration of ownership	THE PARTYNAME is declared to be the sole owner of the companion animal described as [description] (the "Companion Animal") pursuant to: a) s. 97(2)(a) <i>*if the companion animal is family property</i> b) s. 97(4) <i>*if the companion animal is excluded property</i>
X2	Declaration of right of possession	THE PARTYNAME is declared to have exclusive possession of the Companion Animal pursuant to: a) s. 97(2)(a) <i>*if the companion animal is family property</i> b) s. 97(4) <i>*if the companion animal is excluded property</i>