Section I – Program Basics

1.1 The mission of the Maintenance Enforcement Program (MEP) is to help families collect support through maintenance orders. MEP enforces maintenance in accordance with Alberta's *Maintenance Enforcement Act*.

MEP asks for the voluntary cooperation of all people involved in maintenance orders and relies to a great extent on the collective participation of its partners: debtors, creditors, employers, financial institutions, other income sources and family lawyers.

Last updated 7/15/2009

1.2 MEP enforces court orders and agreements for maintenance payments. MEP receives the payment from the debtor and forwards this payment to the creditor once the funds have been cleared through a trust account.

MEP cannot enforce a court order or maintenance agreement unless the creditor or debtor has a file that is registered with MEP or the Crown has the right to maintenance owing under a court order or enforceable maintenance agreement (e.g., when creditors are receiving Income Support from the government).

Last updated 7/15/2009

1.3 The maintenance enforcement clause that is required to be included in all support orders since January 31, 2007 makes it clearer that one party must register with the Program before enforcement can begin. Here is an example of such a clause:

The amounts owing under this Order shall be paid to the Director of Maintenance Enforcement (MEP) at 7th floor North, 10365 97 Street, Edmonton, Alberta T5J 3W7, (telephone 780-422-5555, website: www.albertamep.gov.ab.ca) and shall be enforced by MEP on the filing of the Order with MEP by the creditor (recipient of support) or debtor (payor of support.) The amounts owing shall continue to be enforced by MEP until the party who filed this order gives MEP notice in writing withdrawing this order from filing in accordance with section 9 of the Maintenance Enforcement Act.

Last updated 9/12/2011

Section II – Enforceable Orders and Agreements

2.1 The Maintenance Enforcement Program (MEP) is authorized to enforce provisions requiring the payment of support found in any final or interim order of any court of Alberta, other than a provisional order that has not been confirmed. Under the *Maintenance Enforcement Act* and the *Interjurisdictional Support Orders Act*, MEP may enforce only certain types of orders and agreements.

The Maintenance Enforcement Program (MEP) is authorized to enforce provisions requiring the payment of support found in any final or interim order of any court of Alberta, other than a provisional order that has not been confirmed.
Under the *Maintenance Enforcement Act* and the *Interjurisdictional Support Orders Act*, MEP may enforce only certain types of orders and agreements. MEP's ability to register and enforce a particular document depends on whether they are orders or agreements, whether orders are final, provisional or a variation, and which court, jurisdiction or legislation is involved.

Under the *Maintenance Enforcement Act*, MEP is able to enforce:

- Orders or interim orders of a court in Alberta
- Queen's Bench protection orders under the *Protection Against Family Violence Act*
- Orders (other than provisional orders) that have not been confirmed
- Registrations under the *Reciprocal Enforcement of Maintenance Orders Act* or the *Interjurisdictional Support Orders Act* that require maintenance payments
- Agreements under part 5 of the *Income and Employment Supports Act*
- Agreements under section 6 of the *Parentage and Maintenance Act*
- Agreements under section 27 of the *Income Support Recovery Act*
- Agreements under the *Child, Youth and Family Enhancement Act*
- Agreements as prescribed in the *Maintenance Enforcement Regulation*

MEP can also enforce orders granted in jurisdictions having reciprocal agreements with Alberta under the *Interjurisdictional Support Orders Act*.

If a maintenance order granted by the Provincial Court is registered with MEP, Program staff may file the order at the federal Court of Queen's Bench. Filing at the Cour t of Queen's Bench is necessary before MEP can issue support deduction notices to collect the maintenance. This filing does not remove the jurisdiction of the Provincial Court to vary the order.

Last updated 7/15/2009

2.2 Agreements

The *Maintenance Enforcement Act* allows MEP to enforce support agreements that are in the form prescribed by the *Maintenance Enforcement Regulation*.

Alberta MEP cannot enforce maintenance agreements made in Alberta other than those in the form prescribed by the *Maintenance Enforcement Regulation* and certain ones entered into under the *Parentage and Maintenance Act*, the *Child, Youth and Family Enhancement Act*, the *Income and Employment Support Act*, the *Income Recovery Act* and the *Maintenance and Recovery Act* (prior to January 1, 1991). Lawyers and self-represented litigants should consult the Act under which the agreement was made to ensure MEP can enforce it.
MEP can enforce agreements made using legislation of reciprocating jurisdictions in accordance with the *Interjurisdictional Support Orders Act.*

Last updated 2/11/2011

2.3 Provisional orders

Provisional orders or provisional variation orders are orders granted in one jurisdiction (where the applicant lives) that must first be confirmed in the jurisdiction where the respondent to the application lives before being enforceable. These typically occur where the parties reside in different jurisdictions and only one was represented at the hearing that granted or varied support obligations. Provisional orders are rarely required any more because legislation has been improved.

To ensure that provisional orders are not inadvertently registered and enforced as final orders, they must clearly be titled *Provisional Order* or *Provisional Variation Order*. They should also contain a stipulation that they are not in effect until confirmed by a court of competent jurisdiction in the province or state where the respondent resides.

Provisional orders should be accompanied by a provisional package as set out in the *Interjurisdictional Support Orders Act* and section 18 of the *Divorce Act*. The completed package should include three certified copies of the order and all supporting documentation as prepared by the client or lawyer.

The package must be submitted at the courthouse, which transmits the provisional order and package to the provisional clerk at MEP. The provisional clerk forwards the documents to the reciprocal jurisdiction for confirmation. The entire process can take up to two years. Not all provisional orders are confirmed in the reciprocating jurisdiction; the provisional order may be varied or rejected altogether by the reciprocating jurisdiction.

Where a provisional order contains a stay of enforcement, it may not be clear whether the stay is to take effect immediately or only upon confirmation. To ensure that a stay of enforcement in a provisional order is followed, the order should state that the stay is to take effect immediately, even though the rest of the order does not take effect until confirmation.

Last updated 7/15/2009

2.4 Minutes of settlement and other settlement agreements

MEP cannot enforce maintenance terms contained in Minutes of Settlement or other settlement agreements, unless they have been incorporated into a court order. Lawyers and self-represented litigants should expressly incorporate relevant agreements into a support order (to ensure that MEP is able to enforce the terms of the agreement) or should use the agreement form set out in the *Maintenance Enforcement Regulation.* Lawyers and self-represented litigants should also be aware that certain foreign jurisdictions file agreements without any court orders. MEP can enforce these filed agreements in accordance with the *Interjurisdictional Support Orders Act.*

Amended Minutes of Settlement do not vary existing orders incorporating the former Minutes of Settlement. The new minutes must be incorporated in a new order and provided to MEP for the new terms to be enforced.

Last updated 7/15/2009

2.5 Variation orders

Orders registered with MEP have normally been filed at the Court of Queen's Bench and can therefore only be varied by that court or a higher tribunal. It is MEP's general policy to construe variation orders narrowly; the new order will be interpreted to vary only what it actually addresses, in the absence of a clear indication of what paragraphs of the prior order or agreement are replaced. In cases of ambiguity, MEP may choose to consult the Application or Claim, the clerk's notes, the lawyers involved and/or the parties to determine the intent of variation orders.

Last updated 10/15/2010

2.6 Variation agreements

In Alberta, agreements cannot override court orders. Therefore, if the original order is an Alberta order and an agreement is received that contradicts provisions in the order, MEP cannot register or enforce the variation agreement. The terms of the agreement must be incorporated in a new court order and provided to MEP for those terms to be enforced.

However, under the *Interjurisdictional Support Orders Act*, MEP can enforce a variation agreement granted in another jurisdiction if the legislation of the reciprocating jurisdiction accepts the variation agreement, and the agreement was filed in the court of the reciprocating jurisdiction.

If a maintenance agreement under the *Parentage and Maintenance Act* or *Income and Employment Supports Act* has been registered with MEP and is filed at the Court of Queen's Bench, a variation agreement under the same legislation overrides the original agreement and MEP can enforce it.

Last updated 7/15/2009

Section III – Drafting Maintenance Orders

3.1 Maintenance terms

The Maintenance Enforcement Program's (MEP) ability to effectively collect support depends on the clarity of the maintenance order. Much of the work achieved by lawyers and self-represented litigants when negotiating provisions, appearing in court and preparing orders, may be lost if the orders' support terms are not clearly worded.

MEP enforces the clear, legal and workable terms in support orders. The Program applies existing policies and practices when the orders are silent or ambiguous.

To ensure that MEP can enforce support orders, orders should clearly state the following:

- That one party is to pay the other party
- The date payments are to commence
- The dates payments are due
- The amount of each payment
- The conditions of eligibility and/or terminating events
- Whether the support obligation may be revived once it ends

For an example of clear and enforceable maintenance terms, lawyers and self-represented litigants may wish to use the language contained in the Maintenance Enforcement Support Agreement.

Last updated 7/15/2009

3.2 Recipients

For MEP to collect a particular amount on behalf of a creditor, the order must state that the spousal and/or child support is payable to the creditor. MEP does not have the authority to enforce amounts (such as those relating to additional expenses) that are ordered to be paid directly to a third party.

If a debtor is ordered to pay child support directly to the child, MEP enforces the order by opening a file listing the child as the creditor.

Last updated 7/15/2009

3.3 Commencement dates

Orders failing to stipulate commencement dates for monthly maintenance are generally interpreted to mean that the first payment is due in the month in which the order was granted. If retroactive amounts are due, orders should expressly indicate this.

Last updated 7/15/2009

3.4 Due dates

If orders do not stipulate specific dates within the month on which ongoing support is due, the default day is the end of the month. Most orders stipulate that payments are due on the first or 15th day of the month, which is when MEP's Revenue staff are busiest. Clients may obtain speedier service by having their payments processed if their orders specify a different due date within the month.

Orders directing that payments are due according to debtor pay periods are difficult to administer and may result in times where no payment is enforceable, given the possibility of unemployment or job change.

Last updated 7/15/2009

3.5 Periodic maintenance and variable orders

The periodic maintenance due (ongoing maintenance) should be an actual dollar amount. Difficulties arise when MEP is asked to enforce orders that make general reference to the amount under the C*hild Support Guidelines* or that express the amount owing as a percentage of debtor income. This is because debtors may derive their income from a variety of sources. Ascertaining income when the debtor is self-employed, and not a salaried employee, is particularly difficult.

MEP requests that lawyers and self-represented litigants not obtain variable orders that provide for different support amounts depending on particular circumstances, such as debtor employment or earnings. While MEP is often able to enforce variable orders, it can be very difficult to obtain the necessary information to determine the enforceable amount. In particular, when the support amount varies according to income, debtor earnings may not be easily ascertained. This may lead to delays that are problematic for both creditors and debtors and may require the parties to return to court to resolve the matter.

MEP enforces the terms of the court order according to the circumstances that applied at the time the file was registered with MEP, unless notified otherwise. The parties involved are responsible for notifying MEP if any changes of circumstance specified in the court order become applicable. MEP requires supporting documentation to confirm any changes of income or employment status.

MEP cannot provide creditors with information or documentation it obtains to determine the amount of maintenance due (including proof of a debtor's income or the number of days the debtor has worked) under a variable order. This can be frustrating to creditors who wish to confirm the amount of maintenance MEP has determined is due, and is another reason why variable orders should be avoided.

Under section 5(1) of the *Maintenance Enforcement Act*, "if the Director considers it practicable to do so, the Director shall enforce a maintenance order that is filed with him in the manner he considers appropriate." Orders that are easily interpreted and administered are the simplest and most effective to enforce.

The following are examples of actual provisions in maintenance orders that MEP has found difficult or impossible to administer.

Example: Employment status

This court orders that the respondent pay to the applicant for the maintenance of the child the sum of $100.00 per month while the respondent is in receipt of unemployment insurance benefits and the sum of $200.00 per month when the respondent is employed.

This provision requires MEP to obtain proof of employment status from the debtor, which can delay adjustments to the file. Staff must also make a judgment call regarding the timeframe in which the debtor may provide the information, failing which

the file will not be adjusted or the higher amount will be payable. Further, the order is silent as to what amount is payable if the debtor is unemployed, but not receiving unemployment insurance.

Example: Change in income

The parties shall review child support annually and it shall be based on the payor's income for the previous year. In order to facilitate this review, the parties shall exchange their income tax return for each year by May 15th of the following and child support shall be reviewed on or before July 1st. The adjusted amount shall be payable retroactively to the 1st day of January of that year and there shall be an adjustment for any over or under payment.

This variable court order is difficult to administer, as MEP cannot control whether the parties actually exchange income tax returns. In this situation, the debtor provided an income tax return to MEP and asked for an adjustment. MEP was unable to determine the debtor's guideline income, given various business deductions and the creditor's disagreement as to what line in the income tax return to use. In the end, MEP chose to enforce the original court-ordered amount unless the parties could agree on what the guideline income should be.

Last updated 6/28/2010

3.6 Amount towards arrears

When there has been a prior maintenance order under which arrears have accumulated, MEP suggests that a variation order address the matter of arrears by confirming the amount owing, providing for a payment schedule, and stipulating the consequences on default of payment. A typical provision might be:

The arrears are set at $_____as of_____, 20___and are to be paid at the rate of $_____per month on the___day of each month commencing_____, 20 . Provided that the payor makes this arrears payment and the full amount of ongoing maintenance by the____day of the month, there shall be a stay of enforcement on collection.

Where payment of arrears is not addressed in a variation order or in an order providing for retroactive support, MEP continues enforcement action or initiate action to collect all of the arrears that have accumulated under the order.

Last updated 7/15/2009

3.7 Conditions of eligibility and terminating events

Temporarily unavailable

Last updated 3/18/2016

3.8 Global orders

Temporarily unavailable

Last updated 3/18/2016

Section IV – Ensuring Section 7 Expenses Are Enforceable

4.1 Enforceable Section 7 expenses

The *Federal Child Support Guidelines* and the *Alberta Child Support Guidelines* allow the court to order parents to contribute to expenses in addition to base child support. These expenses are commonly referred to as "Section 7", "additional", "special", or "extraordinary" expenses.

MEP enforces the following Section 7 expenses:

- Child care expenses incurred as a result of employment, illness, disability or education or training for employment of the parent/guardian/person who has care and control of the child;
- The medical and dental insurance premiums attributable to the child;
- Health-related expenses that exceed insurance reimbursement by at least $100 annually, including orthodontic treatment, professional counseling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy, prescription drugs, hearing aids, glasses and contact lenses;
- Extraordinary expenses for primary or secondary school education or for any other educational programs that meet the child's particular needs;
- Expenses for post-secondary education; and
- Extraordinary expenses for extracurricular activities.

When the order's terms for Section 7 expense are too vague, MEP may decline to enforce the expense. To ensure enforcement, orders should:

- State that one party pays the other party;
- Specify the type of expense;
- State the amount payable each month;

- Name the children for whom the expenses are to be paid;
- State the date of the first payment and the date the payment is due every month thereafter; and
- State the termination date or conditions for payment of the expenses.

The only expenses MEP enforces are those payable to a creditor or a debtor. When a court order or agreement states a third party (including lawyers) is to be paid for expenses, MEP will not enforce the expense.

4.2 Fixed amounts

MEP prefers parties to agree on a fixed or dollar amount for Section 7 expenses. For example, the debtor pays $100 per month for hockey expenses.

Benefits of a fixed amount for Section 7 expenses include:

- Reduced conflict between parties regarding collection of expenses;
- No need for MEP to obtain and review proof of payment;
- Eliminates the need for MEP to consult with parties; and
- Less adjustments to files. Delays in making adjustments may be experienced when MEP staff are asked to review and verify expense receipts provided by creditors.

4.3 Proportionate amounts

MEP is currently reviewing its procedures with respect to processing receipt-based Section 7 expenses. Please do not submit any new Expenses Reports for Section 7 expenses to MEP until further notice. MEP regrets the delay that some clients may encounter while the program reviews its procedures, and we have prioritized our review in order to complete it as soon as possible.

Last updated 3/18/201

4.4 Termination dates for Section 7 expenses

Termination dates and/or conditions of eligibility for Section 7 expenses should be stipulated in orders. For example, a clause might state that a particular expense is due only for the months during which the child is enrolled in a particular activity, and may be reinstated when the child recommences the activity.

- Where an order is silent on termination dates or conditions, MEP generally does not enforce when the expense is no longer being incurred.
- When expenses are specifically identified, and the order sets one fixed amount for all expenses, MEP does not reduce the amount when one expense is no longer incurred.
- When an order sets one fixed expense amount for more than one child, MEP does not reduce the amount when enforcement of child support ends for one child. The full expense amount is charged until

enforcement ends for all children named in the order.

Last updated 08/24/15

4.5 Termination dates for Section 7 expenses

Termination dates and/or conditions of eligibility for Section 7 expenses should be stipulated in orders. For example, a clause might state that a particular expense is due only for the months during which the child is enrolled in a particular activity, and may be reinstated when the child recommences the activity.

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- When an order sets one fixed expense amount for more than one child, MEP does not reduce the amount when enforcement of child support ends for one child. The full expense amount is charged until enforcement ends for all children named in the order.

Last updated 08/24/15

Section V- The *Interjurisdictional Support Orders Act*

5.1 Introduction to the ISO Act

The *Interjurisdictional Support Orders Act* (ISO) is legislation that all Canadian jurisdictions (except Quebec) have agreed to pass. The Act:

- allows parties residing in different jurisdictions to obtain and vary maintenance orders under provincial legislation more quickly and easily
- eases enforcement of maintenance orders from other jurisdictions
- benefits families by increasing the likelihood of entitlement to maintenance.

Under the *ISO Act*, matters are decided by courts in the respondent's jurisdiction. Unless respondents live in jurisdictions that are not a reciprocating one or that require provisional orders, there are no court hearing in the applicants' jurisdiction. Applicants in Alberta instead complete a support applications (or support variation application) and file them with the Alberta courts. Sworn or affirmed applications are then forwarded to the respondents' jurisdiction for determination.

When respondents reside in Alberta and applicants do not, the Alberta courts receive applicants' support application package from another jurisdiction and schedule a hearing. The Alberta court will hear and decide the matter, relying on the claimant's sworn support application and any viva voce or affidavit evidence presented by the respondent.

The *ISO Act* provides a clear and consistent approach to choice of law. These provisions increase the likelihood of entitlement to maintenance. Additionally, appeal periods under ISO are 90 days for the applicant and 30 days for the respondent.

The *ISO Act* replaced the *Reciprocal Enforcement of Maintenance Orders Act* (REMO). It streamlines the process for obtaining, varying and enforcing support orders involving Albertans and parties who live in other jurisdictions. The *ISO Act* came into force in Alberta on January 31, 2003.

Last updated 7/16/2009

5.2 Application of the ISO Act

The *ISO Act* applies in situations where:

- one party (either the applicant or respondent) resides in Alberta, and the other party resides in a reciprocating jurisdiction
- the applicant is bringing an initial application for maintenance, or an application to vary an existing maintenance order
- the application is being made under provincial and territorial legislation, such as the *Family Law Act*

The *ISO Act* does not apply to applications made under the *Divorce Act*.

Last updated 7/16/2009

5.3 Provisional orders and confirmation hearings

Provisional orders have not entirely disappeared under the ISO process. When required by the reciprocating jurisdiction where the respondent resides, a provisional order can still be granted. The reciprocating jurisdictions that require provisional orders are England, Scotland, Wales, Northern Ireland, Jersey, the Isle of Man and New Zealand.

There have been no changes to the procedure for applications under the *Divorce Act*. When applicants seek to vary orders involving parties who reside in reciprocating jurisdictions, the court in the applicants' jurisdiction continues to grant provisional orders that may be confirmed by the respondents' jurisdiction.

Last updated 6/28/2010

5.4 Court hearings under the ISO Act

The Provincial Court hears all ISO applications for support or support variations whenever that court has jurisdiction. The *ISO Act* provides that only the federal Court of Queen's Bench can vary orders granted by federally appointed judges.

Last updated 7/16/2009

5.5 The role of legal counsel

Standard court forms have been developed for use in Canada for support and support variation applications made under the *ISO Act*. Applicants are able to obtain these forms from their province or territory of residence and can choose whether to obtain legal assistance to complete and swear applications.

Applicants do not need to retain legal counsel to appear at court hearings on their behalf. There will be no court hearing in applicants' jurisdictions and applicants are not expected to be verbally represented at court hearings in respondents' jurisdictions. The support application procedure is specifically designed for applicants who choose not to hire legal counsel in the province or territory where hearings are held.

Last updated 7/16/2009

5.6 Authority of the court at ISO hearings in Alberta

An ISO hearing in Alberta allows an Alberta respondent to address the information contained in the out-of-province applicant's sworn or affirmed support application package. The Alberta court hearing the application may make a support order, adjourn the matter to a specified date with or without making an interim order, or refuse to make an order. If the court refuses to make an order, the *ISO Act* requires that reasons be given for its decision. The Alberta court can also request further evidence from the applicant. Should this additional evidence not be received within 12 months, the application may be dismissed.

The *ISO Act* also attempts to address delays posed for applicants where respondents, although they have been served, do not appear at the scheduled hearing or do not produce the required information or documents. The Act provides that in these cases, the court must make a support order based on the information supplied by the applicant and any inferences the court considers appropriate. The exception to this is when the court has no information about the respondent's financial or employment circumstances.

Last updated 7/16/2009

5.7 Enforcement of support

In addition to outlining procedures for obtaining or varying court orders when the parties reside in different jurisdictions, the *ISO Act* deals with registration for enforcing orders in Alberta if they have been granted in other jurisdictions.

All Canadian support orders are enforceable immediately upon filing them with an Alberta court. Under the *ISO Act*, only orders granted outside of Canada are not enforceable for 30 days after they are filed to allow respondents an opportunity to set aside order registration.

Last updated 7/16/2009

5.8 Alberta's reciprocating jurisdictions

Reciprocal agreements exist with all other provinces and territories of Canada, the United States and the following other jurisdictions:

American Samoa	Guam	Poland

Australia	Isle of Man	Puerto Rico
Austria	Jersey	Scotland
Barbados	New Zealand	Singapore
Czech Republic	Northern Ireland	Slovak Republic
Great Britain	Northern Mariana Island	South Africa
Fiji Islands	Norway	Virgin Islands
Germany	Papua New Guinea	Wales

If Alberta applicants wish to vary support orders and their respondents no longer live in a reciprocating jurisdiction, the *ISO Act* provides that an Alberta court can hear variation applications if respondents have been given notice of proceedings.

Last updated 7/16/2009

5.9 Court forms

Standard court forms for support applications and support variation applications, and detailed instructions on how to complete these forms, are available through Resolution Services, provided by the Resolution and Court Administration Services Division.

Last updated 9/1/2015

Section VI – Variation Applications

6.1 Necessary information

The Maintenance Enforcement Program (MEP) does not have the authority to change orders. Only courts can change orders. If circumstances change, either creditors or debtors can apply to the courts to have maintenance orders varied. When applications to vary court orders have been brought before the court, MEP must be served with the Application (or Claim) and a supporting Affidavit.

When serving MEP with a variation application, ensure that the following is included:

- information about which order is being varied
- which sections of the order are being varied
- the specific time periods that are being varied
- whether child support, spousal support, expenses or other items are being varied
- the specific amounts that are now due
- specifics about the amount of arrears and for what time period they apply (i.e. $400 set as of May 1st, 2009)
- specifics about whether arrears include child support, spousal support, expenses or interest
- amount of costs, if there are any
- the party to whom portions are due
- clear repayment arrangements for any arrears

MEP is best able to enforce variation applications when they are worded as specifically as possible. For example, if the court application outlines that interest must be charged on arrears, be specific. Is interest to be charged only on set arrears, or all arrears past and future? What is the rate of interest? Is interest intended to be charged every month, regardless if the debtor makes payments towards the arrears in full and on time?

Last updated 10/22/2010

Section VII – Cancelling or Reducing Arrears

7.1 Stopping collection actions

Debtors may apply to the courts to reduce periodic maintenance or to set, reduce or cancel any outstanding arrears. When bringing variation applications, the court applications should be served on the Maintenance Enforcement Program (MEP). It is prudent to resolve applications as quickly as possible to avoid unnecessary collection action being taken against debtors.

MEP often receives letters from lawyers and self-represented litigants requesting collection to cease pending the outcome of variation applications. MEP does not stop enforcement because variation applications are commenced. MEP staff may consider withholding certain enforcement action pending variation applications, provided that the applications are heard within a reasonable time period and debtors enter into temporary payment arrangements. Withholding or removing enforcement action is more likely to occur if debtors have a demonstrated financial inability to pay or MEP's file suggests that they will likely be successful with their court application, given the information provided in a sworn Statement of Finances.

Last updated 10/15/2010

7.2 Arrears due to the Crown

It is particularly important to serve MEP with notice of applications to reduce maintenance arrears when arrears may be subrogated or due to the Crown for periods that creditors received Income Support from Alberta Employment and Immigration. When creditors receive Income Support or Assured Income for the Severely Handicapped (AISH), some or all maintenance amounts payable during the period of assistance may be due to the Crown.

If this is the case, MEP's legal counsel may appear in court to oppose an application to reduce or cancel the arrears. The courts have ruled that creditors, debtors and their lawyers cannot agree to reduce or eliminate arrears due to the government.

MEP is permitted to advise debtors or their legal counsel whether any arrears are subrogated or due to the Crown and if so, specify the amount and periods of time the Crown was entitled to maintenance. Lawyers and self-represented litigants applying to cancel maintenance arrears should always contact MEP first to determine if there are Crown arrears.

Last updated 7/16/2009

7.3 Court orders reducing maintenance or maintenance arrears

Once orders are granted, they should be promptly filed and served on MEP so that staff can appropriately adjust enforcement actions in place against debtors. MEP staff will not adjust files based on draft or unfiled court orders. Once filed orders are received, MEP staff require sufficient business days to review, adjust files and remove collection action, if appropriate.

Last updated 7/16/2009

Section VIII– Accessing a Client's MEP File Information

8.1 Client confidentiality

The Maintenance Enforcement Program (MEP) is committed to preserving the privacy of its clients. With limited exceptions, only clients have the right to access personal information about themselves and their MEP files.

Section 15 of the *Maintenance Enforcement Act* allows MEP to provide certain information to particular persons and organizations. Section 2.2(1) of the *Maintenance Enforcement Regulation* states that the Director may provide information that a debtor is in arrears and ancillary information to the creditor, the creditor's legal counsel, the debtor and the debtor's legal counsel.

Last updated 7/16/2009

8.2 Confidential information

MEP is not subject to the provisions of the *Freedom of Information and Protection of Privacy Act* with regard to the release of client file information.

Section 15(1) of the *Maintenance Enforcement Act* states that "information received by the Director under this Act may be used only for the purpose of enforcing a maintenance order and is otherwise confidential."

Information that is confidential includes client:

- name (if different from what is specified in the maintenance order)
- address, telephone numbers and email addresses
- marital status
- social assistance status
- income, assets and banking information
- Statement of Finances
- employment status or place of employment
- MEP Personal Identification Number (PIN)
- Social Insurance Number (SIN)

MEP does not release confidential information relating to children, such as address, activities, and educational institutions they are attending.

Last updated 7/16/2009

8.3 Arrears due to the Crown

MEP's legislation permits MEP to advise clients and their legal counsel of the amount of arrears on a file, whether any of those arrears are due to the Crown and the periods of time when the Crown was entitled to the maintenance payments.

Last updated 7/16/2009

8.4 Authorization to release client information to legal counsel

MEP accepts lawyers' indications that they act for clients as authorization for the release of file information. If a lawyer writes and confirms that they act for a client, MEP will accept this statement as an indication that the client has authorized the release of file information to the lawyer and release the information. If, however, lawyers phone MEP directly, MEP staff need to confirm that they are in fact speaking to a lawyer. They may confirm this in one of the following ways:

- the name and telephone number displayed on the MEP telephone confirms the name and telephone number of the law firm
- by placing an outgoing call to the law firm
- by making inquiries of the lawyer to confirm their identity

Last updated 7/16/2009

8.5 Obtaining statements of account and account balances

The best and quickest way to obtain a MEP statement of account is to have clients print it through *MEP Accounts Online*. Clients may also order statements through the automated functions of the *MEP Info Line*. Statement are mailed to clients within two business days of requests being received.

Clients are responsible for forwarding statements to lawyers. It is essential that MEP has the current address on file or the statement will not be received. Statements are not mailed to addresses shown as inaccurate in MEP's records.

Lawyers or clients may also request statements of account by telephoning MEP's Client Services Centre. This will result in a faster response than sending a written request by fax or mail. Staff will endeavour to provide responses within 14 days of written requests being received.

Last updated 7/16/2009

8.6 Updating account balances before court appearances

Lawyers and self-represented litigants may wish to obtain updated MEP account balances on the day of court appearances. This is particularly important if there have been interest charges added to debtors' statements to ensure the most up-to-date balance. The easiest way to do this is to have clients obtain balances on the *MEP Info Line* or through *MEP Accounts Online*.

Clients are encouraged to obtain this information themselves, rather than providing their Personal Identification Number (PIN) to their legal counsel.

Last updated 7/16/2009

Section IX – Substitutional Service through the Program

9.1 Required documents

Section 44 of the *Maintenance Enforcement Act* allows courts to order that documents be served by substitutional service on Maintenance Enforcement Program (MEP) clients by service of the Director. The Director of Maintenance Enforcement may, subject to the regulations, serve documents on parties in any manner that the Director considers appropriate.

Section 5(8) of the *Maintenance Enforcement Regulation* states that the Director must receive:

- a filed copy of the order for substitutional service
- a completed request for service in Form 5 of the regulation
- two copies of each document to be served on each party
- the $50 fee for service

To substitutionally serve clients, section 5(9) of the regulation says that the Director must have an address on file for the recipient. To avoid a wasted court application, lawyers and self-represented litigants should, before obtaining substitutional service orders, contact MEP to confirm that a current address is on file for the party.

When court documents, accompanied by an order for substitutional service, are received by MEP, the Program forwards the documents by mail to the client at the address MEP has on file and requests the client to contact MEP. If a client, who has been served, contacts MEP, staff record this information on the MEP file. MEP staff encourage clients to seek legal counsel to respond to documents. It is up to the applicant's (one who is serving the documents) counsel to inquire whether the respondent (one who is receiving the documents) has been served with the documents.

Please ensure that the return date on the application gives sufficient time for MEP to forward the documents to the party, as the party might reside in another jurisdiction.

Last updated 8/24/2015

Section X – Stays of Enforcement – Section 32 of the *Maintenance Enforcement Act*

10.1 Payment arrangements

This section protects certain enforcement action taken by the Maintenance Enforcement Program (MEP) and sets timeframes for the duration of stays of enforcement.

MEP strongly encourages debtors to contact the Program to negotiate a payment arrangement. When there is money owing on a file, payment arrangements can be made to allow debtors to pay the monthly maintenance amount, plus make payments toward arrears. Payment arrangements allow debtors to get back on track while supporting their family and avoiding new collection actions, default penalties and interest charges.

Payment arrangements are based on debtors' financial circumstances and require full financial information. For this reason, debtors are asked to complete a Statement of Finances (SOF). Staff review income, assets, employment and expenses of individuals set out in their SOF and will negotiate monthly payments to cover ongoing maintenance and an amount toward arrears. When the terms of payment arrangements are followed, MEP can reduce and/or remove collection actions.

Last updated 11/24/09

10.2 Enforcement action not affected by orders suspending support deduction notices

Under s. 32(3) of the *Maintenance Enforcement Act*, the following types of enforcement action taken by MEP are protected:

a. any enforcement proceedings respecting the payment of maintenance carried out in relation to a federal enactment;
b. any registration or filing made by the Director under the *Land Titles Act* or the Personal Property Registry; and
c. any proceeding or action taken under s. 22 of the *Maintenance Enforcement Act*.

Enforcement proceedings carried out in relation to a federal enactment include federal support deduction notices and federal licence (e.g. passport) denials under the federal *Family Orders and Agreements Enforcement Assistance Act*. Actions taken under s.22 of the *Maintenance Enforcement Act* include motor vehicle restrictions and driver's licence cancellations.

Given s. 32(3), the support deduction notices that may be suspended by the court under s. 32 do not include federal support deduction notices. Therefore, when MEP receives court orders suspending support deduction notices, only wage and non-wage support deduction notices must be suspended. Further, stays of enforcement do not require MEP to remove federal licence denials, motor vehicle restrictions, driver's licence suspensions, registrations at Land Titles or writs at the Personal Property Registry. It is for this reason that MEP strongly encourages debtors to enter into and comply with payment arrangements.

Although there are restrictions on the enforcement actions that may be affected by an order under s. 32, MEP may consider voluntarily removing these 'protected' enforcement actions if MEP considers it appropriate given the file's circumstances. For example, if the court suspends all wage and non-wage support deduction notices provided that the debtor pays the current maintenance amount plus a monthly contribution towards the outstanding arrears, MEP will administer the file in

accordance with its regular collection progression practices, depending on whether the debtor adheres to the court-ordered payment arrangement. To learn what enforcement action MEP places at particular stages of a debtor's default on a court order, see the information sheet **List of Collection Actions Available to the Maintenance Enforcement Program**.

Section 32(4) of the *Maintenance Enforcement Act* states that an order may not be granted by a court under any other enactment or otherwise that has the effect of suspending or staying any proceeding, matter or action referred to in subsection (3). This means that a court does not have the authority to require MEP to suspend or terminate federal support deduction notices, federal licence denials, motor vehicle restrictions, driver's licence suspensions, registrations at Land Titles or writs at the Personal Property Registry. If MEP receives such an order, it will consider bringing an application to set the order aside. Similarly, if MEP receives a court application asking the court the suspend enforcement action that is protected by s. 32, staff may ask the applicant or lawyer to amend the court application. If the application is not amended, MEP may ask its legal counsel to intervene.

Last updated 10/15/2010

10.3 Application to suspend support deduction notices

If a support deduction notice in relation to wages or other funds has been issued by MEP against a debtor, s. 32(1) allows the debtor to apply, by application, to the Court of Queen's Bench for an order suspending those proceedings on any condition the court considers appropriate for a period specified in the order. Section 32(9) requires that the application be served on the Director of Maintenance Enforcement.

Under s. 32(2), the court may only grant an order suspending a support deduction notice if it is satisfied that the debtor is unable, for valid reasons, to make the payments required under his or her maintenance order.

Under s. 32(8), the Court of Queen's Bench may direct that the debtor be paid any money or any portion of money paid in court or to MEP in respect of the proceedings that are suspended and that is still in the possession of or under the control of the court or MEP, as the case may be.

Last updated 10/15/2010

10.4 Periods of time that a support deduction notice may be suspended

Section 32(7) of the *Maintenance Enforcement Act* requires the Court of Queen's Bench, in making an order suspending any support deduction notices, to state in the order the period of time or the circumstances under which the suspension remains in effect. If the court stipulates a period of time, ss. 32(5) and (6) limit its duration. For a first application, the period of time may not exceed three months from the day the order is entered with the court. If within the three month period, or a shorter period stated in the order, the debtor applies to a court in Alberta to vary his or her maintenance order,

the Court of Queen's Bench may make an order suspending the support deduction notice for only one further period of not more than six months.

Where a court order does not state a period of time or the circumstances that must be met for the suspension of the support deduction notice to continue, the order will be interpreted in a manner that conforms with the provisions of s. 32. This means that a first order will be interpreted to mean that the suspension of support deduction notice lasts for three months. A subsequent order will be interpreted to mean that the suspension is in effect for an additional six months.

The court may choose to suspend a support deduction notice for a period less than those set out in s. 32. If MEP receives an order that states that a support deduction notice is to be suspended for a period longer that three or six months, as the case may be, MEP may consider applying to set the order aside.

MEP finds it very difficult to administer court orders that suspend enforcement action "indefinitely", on an "interim basis", or "until further order of the court". If MEP receives an order that has the effect of suspending enforcement action for a period greater than three or six months, MEP may request that the parties obtain a further order within a reasonable period of time.

Last updated 7/16/2009

10.5 Circumstances under which a support deduction notice may be suspended

Rather than indicating a period of time, the court may choose to state a set of circumstances or a condition under which the suspension of a support deduction notice under s. 32 remains in effect. For example, a judge may suspend all wage and non-wage support deduction notices provided that the debtor pays the periodic maintenance amount plus a monthly contribution toward the outstanding arrears.

Unless the court order specifies otherwise, if the court requires the debtor to pay a certain amount towards outstanding arrears, the ongoing periodic maintenance payment must still be paid, even if the court order does not expressly state so. Under s. 36 of the *Maintenance Enforcement Act*, money paid to MEP shall be credited first to the current payments owing, next to any outstanding arrears, and last to any other amount payable and outstanding.

When MEP receives a court order suspending support deduction notices, as long as the debtor meets a particular payment arrangement, staff will suspend any wage or non-wage support deduction notices, as the case may be, and then administer the file according to MEP's regular collection progression practices. In some cases, the debtor may prefer to make payments through a wage support deduction notice, in which case it may remain in place.

Last updated 7/16/2009

10.6 Stays of enforcement

MEP receives many court orders granting a "stay of enforcement" rather than stating that support deduction notices are suspended for a particular period of time or as long as a particular condition is met. MEP normally interprets a "stay of enforcement" in a manner similar to a suspension of support deduction notices under s. 32 of the *Maintenance Enforcement Act*. This is because s.32(4) precludes a court from granting an order under any other enactment, or otherwise, that has the effect of suspending or staying any enforcement action referred to in subsection (3).

Accordingly, when MEP receives an order granting a "stay of enforcement", only existing wage and non-wage support deduction notices must be suspended. Other types of enforcement action will only be removed if MEP considers it appropriate in the circumstances.

Last updated 7/16/2009

Section XI – Removing Enforcement Action

11.1 MEP collection progression

The Maintenance Enforcement Program (MEP) follows a collection progression that indicates what enforcement action is to be added at particular stages of a debtor's default. It also indicates what enforcement action may be removed if the debtor fulfills certain conditions in correcting the default.

Last updated 10/22/2010

11.2 Payment arrangements

What collection action is removed usually depends on whether a debtor has made a satisfactory payment arrangement. A payment arrangement may be by direct withdrawal from the debtor's bank account or through a support deduction notice with a debtor's employer. A satisfactory payment arrangement consists of full payment of the ongoing maintenance, plus a payment toward any outstanding arrears. The amount payable toward the arrears, whether a lump sum or periodic contribution, is established according to the debtor's financial situation, as determined by a sworn or affirmed Statement of Finances. Failure to properly and fully complete a Statement of Finances may result in MEP continuing collection action, in addition to either a $200 penalty or prosecution.

The longer the default, the more collection actions may be taken. The seriousness of collection action also increases with the length of default.

A lawyer with authorization from a debtor may negotiate a payment arrangement in the same way that a debtor can, assuming the debtor has completed a Statement of Finances. When payment arrangements have been made, MEP staff may require a lump sum payment and/or several months of periodic payments to clear the bank before any collection action is removed.

Last updated 10/22/2010

Section XII – Communicating with the Program

12.1 Service Delivery Targets

The Maintenance Enforcement Program (MEP) has service delivery targets that set timelines for reviewing and responding to correspondence and responding to telephone inquiries. MEP staff are currently asked to address written correspondence within 14 to 30 days of receipt, depending on its nature. On occasion work volumes prevent MEP staff from meeting their service standards.

If there is a time-sensitive matter in relation to a pending court application or a land titles registration, please call MEP and identify this urgency to the client services representative for referral to a supervisor. Please do not hesitate to indicate to staff in the Client Services Centre that a particular matter is urgent – due to an upcoming court application, for instance.

Last updated 7/16/2009

12.2 Contacting MEP

You or your client can obtain certain up-to-date file information immediately by accessing the MEP Info Line at 780-422-5555 (dial 310-0000 for toll-free access anywhere in Alberta) or MEP Accounts Online.

The Maintenance Enforcement Program (MEP) processes a high volume of telephone calls and mail daily. When contacting MEP, we request that you send in only one letter or message. **Multiple contacts regarding the same issue may delay MEP's response because of the need to review and coordinated all letters and messages.**

If you write or fax MEP, please ensure that you **print your correct account number and name on all correspondence, and sign all letters**. Letters received by fax or mail are sorted and prioritized.

MEP's address and fax number are:

MAINTENANCE ENFORCEMENT PROGRAM
7th Flr. J.E. Brownlee Building
10365 - 97 Street
Edmonton, AB
T5J 3W7

FAX 780-401-7575

You may also send general inquiries to MEP by e-mail at albertamep@gov.ab.ca.