



Lawyers and Self-Represented Litigants Guide

Maintenance Enforcement Program (MEP)

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1. Enforceable Orders and Agreements

1.1 Legal documents that can and cannot be enforced

For a list of legal documents that the MEP can enforce, refer to the information sheet [Responsibilities of the Maintenance Enforcement Program](#).

The MEP cannot or may not be able to enforce maintenance terms in the following documents:

- Agreements entered into after a court order;
- Maintenance Enforcement Support Agreement entered into after a court order or other type of agreement;
- Minutes of Settlement or other settlement agreements;
- Draft orders;
- Provisional orders that have not been confirmed;
 - Exception: The MEP honors stays of enforcement included in provisional orders.
- Court's written decisions (e.g. Memorandum of Decision; Reasons for Judgment; transcripts);
- Decisions from Judicial Dispute Resolutions; and
- Arbitration Awards

To ensure enforceability, the MEP recommends all maintenance terms be incorporated into a court order.

Contact jsq.fsos@gov.ab.ca if you have questions about whether the MEP can enforce an order or court-filed document.

1.2 Filing at Alberta Court of King's Bench

The MEP files all Alberta agreements, and all extra-provincial (from outside of Alberta) orders, agreements, and recalculation decisions at the Alberta Court of King's Bench. The MEP only files Alberta Provincial Court orders at the Alberta Court of King's Bench when placing liens at the Land Titles Office, taking special collection actions listed in this section, or sending a file to another jurisdiction for enforcement in accordance with the *Interjurisdictional Support Orders Act*. Special enforcement actions include: attaching funds paid into court; default hearings and related actions such as Orders to Compel; asset seizures, including forced sale of land; action against income sources who fail to comply with Support Deduction Notices; and piercing the corporate veil.

The MEP's filing of maintenance orders at the Court of King's Bench only serves to allow the MEP to enforce them under the *Maintenance Enforcement Act*, and does not remove the jurisdiction of the originating court to vary the order.

Orders, agreements, and recalculation decisions from outside of Canada are not enforceable by the MEP until 30 days after they are filed at the Alberta Court of King's Bench.

2. Applications for Maintenance-Related Matters

2.1 Serving the MEP

When you make a maintenance-related application for parties who are registered with the MEP, including variation orders and stays of enforcement, you must serve the MEP with a copy of your court application.

As per the [Notice to Profession and Public for the Simple Family Law Desk Application Process](#), clients may serve the MEP any document required to be served on the MEP, other than a commencement document naming the Director as a party to an action or a document under section 13 of the *Proceedings Against the Crown Act*, using the following methods:

- Ordinary mail or courier
- By fax to 780-401-7575
- By email to jsg.fsossiu@gov.ab.ca

[For serving the MEP with a package when you have an order to serve the Respondent by substitutional service through the MEP, refer to section 2.5 Substitutional Service through the MEP.](#)

2.2 Impact on enforcement actions

The MEP does not stop enforcement when a variation application is commenced. For the MEP to remove enforcement actions, a payment arrangement or stay of enforcement is required.

2.3 Why the MEP may object to your application

The MEP may have counsel appear at your hearing, or ask you to amend your application, if your application includes:

- The MEP listed as a Respondent.
 - Although you must serve the MEP with any maintenance-related applications, the MEP should not be listed as a Respondent in these actions.
- A reduction to amounts payable to the Crown for periods the recipient received Income Support benefits.
 - Recipients, payors, and their lawyers cannot agree to reduce or eliminate arrears owed to the government.
 - Contact the MEP for information about Crown claims (the amount of arrears and periods the arrears arose).
- Relief that contravenes section 32 of the *Maintenance Enforcement Act*, including removal of motor vehicle suspension or federal licence denial.
 - Refer to [section 4 Stay of Enforcement](#)
- Removal of penalties or service fees owing to the MEP.
- Costs payable by the Director of the MEP.
- Enforcement by the MEP outside of the MEP's usual enforcement protocols.
- Return of funds that have been disbursed by the MEP.
- Recalculation of support by the MEP.

If you do not serve the MEP and an order is granted which includes any of the above, the MEP may apply to the Court to have your order set aside.

2.4 Before court appearances – updated account statements

The MEP recommends getting updated account statements on the day of court appearances to ensure the most up-to-date payment and balance information, including balances owed to the government, is referenced in court.

Each client's account statement shows different information – for example, the recipient's statement does not include penalties or fees owed by the payor; and the payor's statement does not provide a breakdown of amounts owing to each recipient. Payors, recipient, and their counsel may also request details about Crown arrears, including the amount of the Crown arrears and the period during which the Crown claim arose.

The MEP recommends clients access their account statement through the *MEP Info Line* or *MEP Accounts Online*. Counsel can request their clients' account statement by phoning the MEP at 780-422-5555 (toll free dial 310-0000) or by emailing albertamep@gov.ab.ca.

2.5 Substitutional service through the MEP

Before applying for an order for substitutional service through the MEP

The MEP can provide substitutional service for court documents relating to any legal matter as long as the Respondent is registered with the MEP, and the MEP has an address for service for the Respondent.

To substitutionally serve clients, the Director must have an address on file for the recipient of the documents (the Respondent). Contact the MEP to confirm whether the MEP has an address for the Respondent. If the MEP does not have a mailing address for the Respondent, do not proceed with your application for substitutional service through the MEP. Refer to the [Application for Substitutional Service guide](#) for more options for service.

The MEP needs sufficient time to process the documents and forward them to the Respondent by mail. Please ensure the return date on the application allows sufficient time for this, and for the Respondent to prepare for the court hearing.

Drafting an order for substitutional service through the MEP

The MEP suggests using this wording:

The (party) may substitutionally serve the (application or order) along with (specific court documents) on the (other party) through the Alberta Maintenance Enforcement Program. Service may be requested by sending the documents, along with the required [Service Request form](#) and fee to the Alberta Maintenance Enforcement Program.

Requirements for requesting substitutional service through the MEP

Section 5(8) of the *Maintenance Enforcement Regulation* sets the requirements for requesting substitutional service through the MEP.

The MEP requires hardcopies of the following with each request for service:

- Two filed copies of the order for substitutional service;
- A completed [Request for Service](#) form;
- Two copies of each document to be served on each party; and
- The \$51.50 fee for service, payable by certified cheque, lawyer's trust cheque, money order, or bank draft.

This package of documents, including payment, may be sent by courier or postal mail to:

Maintenance Enforcement Program
7th Floor J.E. Brownlee Building
10365 - 97 Street
Edmonton AB T5J 3W7

3. Drafting Maintenance Orders

This section provides information about drafting orders in a way the MEP can easily enforce them.

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 the Director in the manner the Director considers appropriate”. The MEP’s ability to effectively administer support depends on how clearly and specifically the maintenance order is written.

For more examples of clear and enforceable maintenance terms, you may use the language contained in the [Maintenance Enforcement Support Agreement](#) or the [forms provided by the Alberta Courts](#).

3.1 Variation orders

Be clear about what parts of the previous order should change. When the intent of the order is unclear, the MEP may consult the lawyers involved and/or the parties to determine the intent of variation orders. This process is time consuming and results in unnecessary delays for clients.

Parts of the previous order being varied	Examples of wording in variation order, and how the MEP enforces
The entire previous order	<p>e.g. “This order replaces and varies the order dated June 7, 2015”.</p> <p>In this example, any terms that were previously ordered are terminated, and the MEP enforces only terms specified in the variation order.</p>
Only specific portions of the previous order (and other portions remain active without variation)	<p>e.g. The previous order granted spousal support, child support, and section 7 expenses. The variation order states: “Paragraph 10 of the order dated June 7, 2015, is varied to...”.</p> <p>In this example, the MEP only varies the indicated term, and continues enforcing other terms from the previous order.</p>
	<p>e.g. A previous order granted spousal support, child support, and section 7 expenses. The variation order only speaks to section 3 child support, and does not mention the previous order or other terms.</p> <p>In this example, the MEP continues enforcing the same amount of spousal support and section 7 expenses previously granted, and adjusts the section 3 child support in accordance with the variation order.</p>
	<p>For clarity, the MEP recommends re-stating all terms that are continuing from previous orders and remain unchanged.</p> <p>e.g. “Child support shall continue at \$500 per month”.</p>

3.2 Elements of support terms

To prevent ambiguity and administrative delay, the MEP recommends all support terms include the following:

- Which party is paying which party;
- The type of charge payable;
- The amount payable;
- The date payment is due, including a commencement date; and
- Conditions of eligibility and/or terminating events, if applicable.

Which party is paying which party

- Clearly indicate, for each term, which party is required to pay the support amount, and which party it is payable to.
- The MEP does not have the authority to enforce amounts payable to any third party, other than children listed in the order (e.g. expenses payable to the service provider).

- When support is payable directly to a child, the MEP can enforce the amount only if the child or payor registers with the MEP.

e.g. the **Applicant shall pay the Respondent** section 3 maintenance of \$500 per month, payable on the first day of each month commencing December 1, 2022.

Type of charge payable

- Clearly state the type of charge for each amount payable.
- The MEP is only authorized to enforce maintenance, as defined in section 1(d) of the *Maintenance Enforcement Act* and the *Federal Child Support Guidelines*. This most commonly includes:
 - Section 3 maintenance (child support);
 - Section 7 expenses;
 - Spousal/partner support ('alimony'); and
 - Court costs related to maintenance. The MEP can only enforce court costs related to maintenance, so recommends stating explicitly that the costs are related to maintenance.

e.g. the Applicant shall pay the Respondent **section 3 maintenance** of \$500 per month, payable on the first day of each month commencing December 1, 2022.

- Less common order terms:
 - **Unspecified Support:** The MEP enforces 'unspecified support' (a term that includes both child and spousal support) as child support; the full amount is terminated when the MEP stops enforcing maintenance for the child(ren).
 - **Section 4 Expenses:** The Federal Child Support Guidelines allows for 'other' expenses, in addition to section 7 expenses, when the payor's income is over \$150,000.
- The MEP cannot enforce amounts that do not fall into the definition of maintenance, even when granted in a maintenance order. Some common terms that cannot be enforced by the MEP include: utilities, vehicle payments, mortgages, and fines/penalties for failure to disclose.

Amount payable

The MEP's recommendations:

- Use fixed dollar amounts.
 - Exception: [proportionate section 7 expenses](#)
- Adhere to the maintenance amount set by the *Federal Child Support Guidelines*, particularly for two or more children.
 - If the child support deviates by over \$20 from the Guideline amount, the MEP does not administratively reduce the support amount payable for the remaining children when maintenance ends for one child.

e.g. the Applicant shall pay the Respondent section 3 maintenance of **\$500 per month**, payable on the first day of each month commencing December 1, 2022.

Be aware of the following situations, in which the MEP's enforcement abilities are limited:

- Avoid using **variable support** terms that provide for different support amounts depending on particular circumstances, such as the payor's employment or earnings. The necessity for the parties to provide additional information, and the difficulty in determining a payor's employment status or true earnings, can result in administrative delay and disputes.
- Avoid using methods for determining support which depend on the parties providing information to each other or to the MEP (e.g. offsetting support against the cost of access or non-maintenance-related bills; additional support payable if access is not exercised).
- The MEP does not enforce terms of \$1.00 or less per month.

Due date and commencement date

- For recurring charges, be clear about initial and future due dates. For example, "...commencing July 1, 2022, and on the first day of each month" or "...bi-weekly, commencing July 23, 2022".
- When the order does not provide future due dates, the MEP charges the amount on the last day of each month.
- When the order does not provide a commencement date, the MEP generally starts charging the term on the last day of the month the order was granted.

e.g. the Applicant shall pay the Respondent section 3 maintenance of \$500 per month, payable **on the first day of each month commencing December 1, 2022**.

Conditions of eligibility and/or terminating events

If specific conditions of eligibility or terminating events are not addressed:

- For child support, the MEP applies general policy in making an administrative decision on whether to continue enforcing maintenance. Refer to the information sheets [Child Status Reviews](#) and [Maintenance for Adult Children](#).
 - The MEP does not determine eligibility but, due to its inability to recover payments from recipients, may choose to stop enforcing to avoid the risk of over-collecting on a file.
- For spousal or partner support, the MEP continues to enforce until the death of either party.
- For court-ordered payment arrangements, the arrangement continues until further order of the court.

You may wish to clarify non-standard situations (scenarios that fall outside of the MEP's general policy) in your order, such as:

- That child support is not payable during specified periods (such as prolonged access or during summer holidays, or if the child is not residing with the recipient); or
- That child support for an adult child can be revived if the child returns to school after a 'gap year' or other breaks in schooling.

3.3 Expenses

For more information about Section 7 Expenses, refer to the MEP's forms [Section 7 Expenses Information and Report](#) and [Section 7 Expenses Agreement](#).

Fixed amount expenses versus proportionate expenses

The MEP recommends using fixed amounts for expenses, rather than proportionate (receipt-based) terms.

There are many benefits to fixed expenses.

- **Reduced conflict between parties**
 - Both parties know what to expect each month.
- **Consistency and timeliness**
 - The fixed amount is automatically enforced by the MEP. This is particularly helpful for clients paying recurring expenses, such as childcare.
- **Less red tape for clients, less administrative requirements for the MEP**
 - No need to submit proof with an Expenses Report or proof of payment.
 - No need to complete a Section 7 Expenses Agreement Form.
- **Fixed expenses are enforceable even if either party leaves Alberta**

Drafting fixed expense clause

Refer to [section 3.2 Elements of Support Terms](#) for general support term requirements.

If the fixed expense term is for specific expenses, the MEP recommends clearly indicating the amount, type of expense (e.g. activity or item, such as dance classes or prescriptions), and which child that expense is for. This allows the MEP to stop collecting for a specific expense when it is no longer being incurred.

In the absence of a breakdown of the expenses, the MEP enforces the full fixed expense term unless the recipient asks the MEP to enforce a lower amount.

e.g. the Applicant shall pay the Respondent section 7 expenses of \$500 per month, payable on the first day of each month commencing December 1, 2022, such expenses specifically being the Applicant's 50% share of:

- a. \$400 for Jimmy's tutoring;
- b. \$300 for Susie's karate classes; and
- c. \$300 for Freddy's dance classes.

Drafting proportionate expense clause

If you choose to incorporate proportionate expenses rather than fixed expenses in your order or agreement, the MEP recommends the following guidelines:

- Direct that the expense is payable between the payor and recipient.
 - The MEP does not enforce expenses payable to, or paid by, a third party, including clients' lawyers.
 - If the intent is for both parties to be able to claim expenses and have them enforced by the MEP, indicate that each party is to pay their share to the other party.
 - If the intent is for only the recipient to be able to claim expenses and have them enforced by the MEP, indicate that the payor is to pay their share to the recipient.

- State the specific percentage each party is responsible to pay.
 - The MEP cannot enforce proportionate expenses when the amount the parties are to pay is vague, such as:
 - Indicating the parties are to 'share' expenses, but without providing the percentage share for each party; or
 - Indicating the parties are to share expenses proportionately, but without providing the parties' incomes.
- Include the specific expenses allowable.
 - Avoid 'general' language (e.g. extracurricular sports). Be clear and specific (e.g. soccer registration fees and uniform). Some terms that appear specific (e.g. soccer) apply to a broad range of expenses, and the MEP enforces all expenses relating to the expense type.
 - The MEP is not able to make the determination of which expenses are section 7 expenses – this decision must be made by the Court or the parties. If the order is not specific as to the type(s) of expenses, the MEP can only enforce expenses as agreed upon by the parties using a [Section 7 Expenses Agreement Form](#).
- Keep it simple, and keep the MEP's limitations as an administrative program in mind.
 - If the order includes complicated steps (such as multiple exchanges of information or prerequisites the MEP cannot reasonably confirm), the MEP may choose not to administer the expense.
 - If an expense is 'net of tax', the MEP requires confirmation from a lawyer or accountant to enforce the expense claim.
 - The MEP cannot determine whether an expense is necessary, the cost is reasonable, or the choice of service provider is reasonable.
 - If the order includes a provision that the paying party must not 'unreasonably withhold consent', the MEP does not enforce the expense without the consent of the paying party.

Contact jsg.fsos@gov.ab.ca if you have questions about how the MEP will enforce specific proportionate expense terms included in your draft order.

3.4 Setting arrears and varying retroactive support

Orders may:

- Grant or vary retroactive amounts in the same manner as ongoing amounts (for example, "Maintenance is varied to \$500 per month commencing January 1, 2017" or "Maintenance is varied to \$500 per month for 2017, \$575 per month for 2018...");
- Set the amount owing as a lump-sum figure (for example, "Maintenance arrears are set at \$10,000 as of the date of this order"); or
- Make lump-sum reduction to the amount outstanding (for example, "Maintenance arrears are reduced by \$5,000 as of the date of this order").

Overpayments

When adjustments to past support result in an overpayment of support from the payor to the recipient, the MEP administers the overpayment by offsetting against future support charges. If there are no future support charges to offset the overpayment against, the MEP asks the recipient to return the overpaid amount voluntarily.

The MEP does not have the authority to issue enforcement actions to collect funds from recipients, unless:

- A court order specifies the amount payable by the party who received the overpayment;
- The amount payable fits within the definition of "maintenance" in the *Maintenance Enforcement Act*; and
- Either party registers a new file with the MEP, with the party who received the overpayment as the payor.

To prevent administrative difficulties, the MEP recommends you avoid:

- Including calculations of overpayments in orders; and
- Directing the terms of the offset or repayment of overpayments (unless there are no future support charges to offset the overpayment against).

Retroactive variation

The MEP recommends varying support retroactively, rather than setting arrears.

- Retroactive reductions may allow the MEP to reduce interest appropriately, which benefits the recipient by maintaining an appropriate amount of interest owing due to past default.
- Retroactive reductions allow the MEP to reduce default penalties appropriately, which benefits the payor.
 - Without a retroactive adjustment to support, the MEP will not remove previously applied default penalties. The Court is also not authorized to remove fees and penalties under the *Maintenance Enforcement Act*.
 - Refer to [section 2 Applications for Maintenance-Related Matters](#) for more information.
- Retroactive variation allows transparency to all parties to whom support has been payable, including recipients and the Crown for periods the recipient was receiving Income Support benefits.

e.g. the Applicant shall pay the Respondent section 3 maintenance of \$500 per month, payable on the first day of each month commencing January 1, 2020.

- The MEP adds retroactive increases to the file as a lump-sum charge due 31 days after the order is processed by the MEP. This allows the payor time to make a payment arrangement, and ensures interest and default penalties are not added retroactively.

Setting arrears as a lump-sum

Setting arrears as a lump-sum creates administrative issues for the MEP, which impacts both parties.

- When a set amount is used, the MEP:
 - Removes all interest owing to the recipient (unless the set amount matches the MEP's records of arrears); and
 - Does not remove any default penalties.
- Set arrears generally do not account for support being payable to different parties, including the Crown for periods the recipient was receiving Income Support benefits. This omission results in administrative delay while the MEP attempts to clarify which party arrears are payable to. The MEP may also apply to set aside orders that fail to address arrears owing to multiple recipients.
 - To avoid the MEP applying to set aside an order due to Crown arrears not being clearly addressed, ensure you serve the MEP with all maintenance-related applications so the MEP can appear in Court to address the Crown arrears when and as appropriate.
- When one party resides outside of Alberta, differing policies across jurisdictions may result in different interpretations and application of the set arrears figure. For example, British Columbia sets support arrears per the order, but does not remove interest that had already been applied to the file.

If you choose to set the amount owing as a lump-sum figure:

- State the date the balance is effective;
- Start the ongoing support terms **after** the date of the set arrears;
- State which party arrears are owing to; and
- Avoid including calculations for how the figure was determined, or, if including calculations, ensure the math adds up.

e.g. Support arrears owing as of December 31, 2022, are fixed at \$10,000 to the Respondent and \$4,000 to the Crown for periods the Respondent received Income Support benefits. The Applicant shall pay the Respondent section 3 maintenance of \$500 per month, payable on the first day of each month commencing January 1, 2023.

Lump-sum reductions

If you include a lump-sum reduction to support arrears:

- State the date the reduction is effective; and
- State which party the reduction applies to.

e.g. The arrears owing to the Respondent by the Applicant shall be reduced by \$3,000 as of the date of this order.

3.5 Court-ordered payment arrangements

For general information about court-ordered payment arrangements, refer to the information sheet [Payment Arrangements](#).

- Clearly state the terms of the repayment, including:
 - The amount payable to arrears;
 - When the payments are due; and
 - Whether default (failing to make required payments) results in all arrears being enforceable.
- Unless the court order specifies otherwise, the MEP applies general policy and considers the amount payable towards arrears as being in addition to other amounts due according to the order.
- When the court order does not state that all arrears become enforceable if the payor does not make the required payments or meet other terms ordered by the court, the payment arrangement is only terminated by another court order. If the payor does not pay as required, the MEP can only enforce the missed payments, not the full amount of arrears.

e.g. the Applicant shall pay the arrears at \$100 per month, payable on the first day of each month commencing January 1, 2023. If the payor defaults on any payments required under this order, the full amount of arrears shall become due and enforceable.

3.6 Guideline incomes

The MEP requires the parties' guideline incomes to be stated in the order for the MEP to reduce maintenance for remaining dependent children after maintenance stops for one child.

Imputed income – Child Support Recalculation Program

The Child Support Recalculation Program cannot recalculate maintenance or proportionate shares of section 7 expenses when the parties' incomes are imputed.

3.7 Offset of support

The *Federal Child Support Guidelines* allow for child support to be offset when the payor and recipient share or split parenting time. To ensure clarity and enforceability for both the MEP and the Child Support Recalculation Program, the MEP recommends using the following wording: [party A] pays [party B] maintenance of \$xxx for [child/children] and [party B] pays [party A] maintenance of \$xxx for [child/children], for an offset amount of \$xxx.

The MEP cannot adjust maintenance in offset situations when there is a change in circumstance that is not contemplated by the order. For example, if the primary residence of any of the children changes, the MEP cannot increase the amount of support payable by either party unless the order states support can be adjusted by the MEP based on the number of children living with each party, or covers different fact situations in which the MEP may adjust support. If the order does not include this information, the MEP is limited to adjusting support in line with general child status policy, which only allows for an administrative reduction in support payable to the party the child is no longer residing with; a new order addressing the changed circumstance is required for the MEP to otherwise adjust the support.

3.8 MEP registration clause

The *Maintenance Enforcement Act* requires all Alberta orders state that amounts owing under the order shall be paid through the MEP, if the order is filed with the MEP. Order templates provided by the Alberta Courts include the following paragraph:

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: alberta.ca/mep 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*.

3.9 Recalculation clause

The MEP does not have the authority to recalculate support. Do not include any direction that the MEP recalculate support.

The Alberta Child Support Recalculation Program is able to recalculate future support in certain situations. All orders granted in Alberta must contain one of the following clauses, as required in the *Child Support Recalculation Program Regulation* and should not be altered. Directions regarding methods of calculating support or additional income information considerations should be specified in other paragraphs of the order:

This Order may be recalculated by the Alberta Child Support Recalculation Program ("the Recalculation Program") based on its anniversary date if eligible for recalculation and if the Recalculation Program determines recalculation is permissible and appropriate pursuant to the *Family Law Act* and regulations. Either party may apply to register with the Recalculation Program at 8th Floor, 10365-97 Street, Edmonton, Alberta T5J 3W7, telephone 780-401-1111 (website: www.recalculation.alberta.ca). Should either party fail to comply with the income disclosure requirements of the Recalculation Program, then the income of that party may be automatically deemed to have increased as set out in section 55.51 of the *Family Law Act*.

or

This order shall not be recalculated by the Alberta Child Support Recalculation Program.

3.10 Provisional orders

The MEP recommends all provisional orders:

- State *Provisional* in the title (e.g. Provisional Order); and
- Include a clause that states "this order is not in effect until confirmed by a court of competent jurisdiction in the province or state where the respondent resides".

Unless the provisional order states otherwise, the MEP applies its policy to read a stay of enforcement included in the provisional order as taking effect immediately.

4. Stay of Enforcement

4.1 Before you apply for a stay of enforcement

Section 32(2) of the *Maintenance Enforcement Act* allows the court to grant a stay of enforcement only if it is satisfied that:

- **The payor has made attempts to establish a payment arrangement with the Director** and there is a valid reason why the payor was unable to enter into an arrangement; and
- The payor has a valid reason for not making payments while the stay of enforcement is in effect.

The MEP sends all payors who submit a Statement of Finances a letter which either confirms the terms of the payment arrangement, or provides the reason(s) why the MEP is unable to set up a payment arrangement. To assist the courts in determining whether payors have attempted to make a payment arrangement with the MEP, the payor may provide the court with a copy of this letter.

For general information about payment arrangements, refer to the information sheet [Payment Arrangements](#).

For general information about stays of enforcement, including the impacts of stays of enforcement on the MEP's enforcement tools, refer to the information sheet [Stay of Enforcement](#).

4.2 Serving the MEP

Section 32(1) of the *Maintenance Enforcement Act* requires stay of enforcement applications be served on the Director of Maintenance Enforcement and the recipient. Refer to [section 2.1 Serving the MEP](#).

4.3 Drafting a stay of enforcement order

If a stay of enforcement is worded generally (e.g. "There shall be a stay of enforcement"), the MEP applies the guidelines set out in section 32 of the *Maintenance Enforcement Act* and the stay of enforcement:

- Applies to arrears only;
- Does not apply to lump-sum amounts payable to the payor (windfalls); and
- Lasts for nine months.

If a general stay of enforcement does not meet your needs, you can specify additional information, such as:

- A termination date or event, or conditions that must be met for the stay of enforcement to continue (for example, that the stay of enforcement remains in place for so long as the payor makes the payments according to the order); or
- That the stay applies to ongoing support as well as arrears, or only to the ongoing support; or
- That the stay applies to lump-sum or non-periodic amounts payable to the payor.

Do not include requirements that contravene section 32. For example, you cannot order the MEP to remove motor vehicle enforcement actions or federal enforcement actions. The MEP may apply to set aside any order that requires the MEP to remove enforcement actions referred to in section 32(4).

Sample Wording	How the MEP enforces it	
	What amounts are stayed?	When will it terminate?
There shall be a stay of enforcement.	Arrears only – the MEP continues to enforce ongoing amounts	9 months from the date it was granted
There shall be a stay of enforcement until the next court date of [date]. There shall be a stay of enforcement until [date].	Arrears only – the MEP continues to enforce ongoing amounts	On the date stated
There shall be a stay of enforcement until further order of the court.	Arrears only – the MEP continues to enforce ongoing amounts	Upon new order of the court, or dismissal or withdrawal of an application
There shall be a stay of enforcement on ongoing and arrears.	Ongoing and arrears	9 months from the date it was granted
There shall be a stay of enforcement on ongoing and arrears for three months.	Ongoing and arrears	3 months from the date it was granted
There shall be a stay of enforcement for so long as the payor makes the payments required in paragraphs [x, y, and z].	Ongoing and arrears – the MEP only enforces the ordered amounts the payor is required to pay to keep the stay in place	Upon failure to pay the required amounts

5. Release of Clients' MEP File Information

5.1 Release of information to payor (debtor)

File information which may usually be shared with the **payor and authorized payor**, as detailed in section 15 of the *Maintenance Enforcement Act* and section 2.2(2) of the *Maintenance Enforcement Regulation*, includes:

- The amount of arrears owed by them and when it arose, including the Debtor Statement of Account.
- The amount of Crown arrears and when they arose.
 - The MEP shares only necessary information, which includes that a recipient was or is in receipt of government assistance for the period the Crown claim arose, but does not share the nature of the government assistance.
- Enforcement actions that have been placed.
- The necessary information about transactions to an account.
 - The MEP is able to provide Affidavits of Arrears and Calculation Worksheets to payors, but redacts the recipient's personal information from these documents.
- General information with respect to decisions made about child status reviews, including the Child Status Report document.
 - The MEP does not release supporting documentation, such as school or medical records.
- Which jurisdiction has registered on the recipient's behalf.

5.2 Release of information to recipient (creditor)

File information that may usually be shared with the **recipient and authorized recipient**, as detailed in section 15 of the *Maintenance Enforcement Act* and section 2.2(2) of the *Maintenance Enforcement Regulation*, includes:

- The amount of arrears owing to them and when it arose, including the Creditor Statement of Account.
- The amount of Crown arrears and when they arose.
 -
- Payments that were made, and whether the payments were voluntary.
 - The MEP cannot disclose the source of non-voluntary payments.
- Whether the MEP has taken enforcement action to collect the debt, and what actions have been taken.
 - The MEP cannot disclose the specific income source a support deduction notice was issued to.
 - Although the MEP can disclose that a payor has filed bankruptcy, the MEP cannot disclose the name of the Trustee in Bankruptcy.
 - The MEP cannot disclose certain circumstances that impact the MEP's enforcement (e.g. enforcement may be removed or adjusted based on the payor receiving government assistance, imprisonment, or other factors, but the MEP cannot disclose the nature of the payor's situation).
- The necessary information about transactions to an account.
- Which jurisdiction is enforcing the file.

5.3 Release of information to client's legal counsel

Section 15 of the *Maintenance Enforcement Act* and section 2.2 of the *Maintenance Enforcement Regulation* allows the MEP to share with a client's lawyer the same information the MEP shares with their client (refer to sections 5.1 and 5.2).

The MEP does not release the client's PIN to the lawyer, and recommends clients not provide their PIN or MEP Accounts Online password to their lawyer.

The 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, the MEP accepts their written statement as confirmation the client has authorized the release of file information to the lawyer. If a lawyer phones the MEP, the MEP confirms they are 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

6. Contacting the MEP

6.1 File inquiries

Counsel can contact the MEP by phoning the MEP at 780-422-5555 (toll free dial 310-0000) or by emailing albertamep@gov.ab.ca.

The MEP recommends clients access their file information through the *MEP Info Line* (the client's MEP file number and PIN are required) or *MEP Accounts Online* (the client must set up access for this service by contacting the MEP to obtain a Registration ID). Refer to the information sheet [MEP Accounts Online and the MEP Info Line](#).

6.2 Questions about enforceability of order terms

Contact jsg.fsos@gov.ab.ca if you have questions about how the MEP will enforce specific terms included in your draft order.

6.3 Serving the MEP (other than orders for substitutional service)

As per the [Notice to Profession and Public for the Simple Family Law Desk Application Process](#), clients may serve the MEP any document required to be served on the MEP, other than a commencement document naming the Director as a party to an action or a document under section 13 of the *Proceedings Against the Crown Act*, using the following methods:

- Ordinary mail or courier to:
Maintenance Enforcement Program
7th Floor J.E. Brownlee Building
10365 - 97 Street
Edmonton AB T5J 3W7
- By fax to 780-401-7575
- By email to jsg.fsossiu@gov.ab.ca

6.4 Serving the MEP – order for substitutional service

The MEP requires hardcopies of the following with each request for service:

- Two filed copies of the order for substitutional service;
- A completed [Request for Service](#) form;
- Two copies of each document to be served on each party; and
- The \$51.50 fee for service, payable by certified cheque, lawyer's trust cheque, money order, or bank draft.

This package of documents, including payment, may be sent by courier or postal mail to:

Maintenance Enforcement Program
7th Floor J.E. Brownlee Building
10365 - 97 Street
Edmonton AB T5J 3W7