

**AGREEMENT TO CHANGE CHILD MAINTENANCE OBLIGATIONS** Justice

Maintenance Enforcement Program Telephone: 204-945-7133  
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MEP File No. \_\_\_\_\_

**AGREEMENT TO CHANGE CHILD MAINTENANCE OBLIGATIONS  
UNDER SECTION 53.2 OF THE FAMILY MAINTENANCE ACT**

This Agreement is between the following parties:

\_\_\_\_\_  
Creditor

And:

\_\_\_\_\_  
Debtor

There is/are \_\_ child(ren) of the relationship between the Parties:

\_\_\_\_\_ born on \_\_\_\_\_

\_\_\_\_\_ born on \_\_\_\_\_

(Use separate page if required for additional dependant information)

Court Order being changed: \_\_\_\_\_ granted \_\_\_\_\_  
order type order date

**Guideline Income:**

The Debtor's annual income as calculated in accordance with the Child Support Guidelines is:  
\$ \_\_\_\_\_

The Creditor's annual income as calculated in accordance with the Child Support Guidelines is:  
\$ \_\_\_\_\_

Please visit the Federal Government website (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-97-175/page-10.html#h-1004577>) for the Child Support Guidelines tables and information or the Manitoba Child Support Calculator (<https://www.justice.gc.ca/eng/fl-df/child-enfant/2017/look-rech.asp>) for information on child support.

**Child Maintenance Payable:**

The parties agree that \_\_\_\_\_ [Specify Party Name] will pay child maintenance to \_\_\_\_\_ [Specify Party Name] as set out below:

\$ \_\_\_\_\_ [Specify Amount of Support] at the following frequency

- Monthly
- Bi-weekly (every two weeks)
- Weekly

- Last day of each month
- Semi-monthly (twice a month)
- on the \_\_\_\_\_ & \_\_\_\_\_ day of each month

Commencing \_\_\_\_\_ [Date New Child Maintenance payments begin]

Repayment of Arrears that have been set pursuant to a court order cannot be changed with this Agreement. For more information on formally changing your Maintenance Order, please visit the Legal Resources section on our website [www.manitoba.ca/justice/courts/mep/index.html](http://www.manitoba.ca/justice/courts/mep/index.html).

**Special or Extraordinary Expenses**

A) \_\_\_\_\_ [Specify Party Name] will pay an additional sum as child support to \_\_\_\_\_ [Specify Party Name] for their share for the following special and extraordinary expense(s) for \_\_\_\_\_ [Specify Child's Name]

Expense Detail (i.e. daycare, tuition, activities)	Amount to be paid:	Frequency of Payment (monthly, semi-monthly, biweekly etc)	Start Date of Payment:

B) \_\_\_\_\_ [Specify Party Name] will pay an additional sum as child support to \_\_\_\_\_ [Specify Party Name] for their share for the following special and extraordinary expense(s) for \_\_\_\_\_ [Specify Child's Name]

Expense Detail (i.e. daycare, tuition, activities)	Amount to be paid:	Frequency of Payment (monthly, semi-monthly, biweekly etc)	Start Date of Payment:

(Use separate page if required for additional expense information)

The payment(s) of the child maintenance obligations set out in this Agreement shall be made by cash, electronic transfer of funds, pre-authorized debit from a financial institution, money order or bank draft payable to the Province of Manitoba – Minister of Finance and be sent to the Designated Officer, Maintenance Enforcement Program, Canada Building, 100 – 352 Donald Street, Winnipeg, Manitoba, R3B 2H8, pursuant to Part VI of *The Family Maintenance Act*.

**IMPORTANT NOTICE:**

- This Agreement permits MEP to change the amount of child maintenance being enforced but does not change your court order. A Variation Order is required to formally change the child maintenance within your Court Order.
- This agreement cannot change any amounts that may be owed to the government for support payments during the periods when the creditor receives/received Income Assistance.
- This agreement can be cancelled by either party upon providing the Notice of Cancellation to the Manitoba Maintenance Enforcement Program or by court order.

- If your order is registered with the Child Support Recalculation Services child support recalculations will not be done during the term of this agreement.
- **This agreement will be enforced by MEP until a Notice of Cancellation or court order is received. Any adjustments due to cancellation of the agreement will be effective the date MEP receives the notice of cancellation.**

SIGNED in the city/town of \_\_\_\_\_, in Manitoba on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name                      Signature                      Witness Signature

\_\_\_\_\_  
Name                      Signature                      Witness Signature