Ontario Separation Agreement Template

November 2026 | Illustrative draft for legal review

This sample is for married spouses in Ontario. It includes incomplete provisions and is not ready to sign. Complete all blanks, obtain full financial disclosure and independent legal advice, and have a family lawyer review the agreement before use. The parties must sign in writing and have their signatures witnessed.

Agreement dated: _____

Between: Jane Doe (Jane) and John Doe (John)

1. Definitions

1.1 In this Agreement:

(a) “child” means _____.

(b) “cohabit” means to live with another person in a relationship resembling marriage;

(c) “CRA” means Canada Revenue Agency;

(d) “equalization payment” means the payment referred to in s. 5(1) of the Family Law Act;

(e) “FRO” means the Family Responsibility Office described in the Family Responsibility and Support Arrears Enforcement Act, or any successor support enforcement agency;

(f) “Guidelines” means the Federal Child Support Guidelines, as defined in s. 2(1) of the Divorce Act;

(g) “net family property” means net family property as defined in the Family Law Act;

(h) “property” means property as defined in the Family Law Act; and

(i) “section 7 expenses” means the special or extraordinary expenses for the children referred to in s.7 of the Guidelines.

2. Background

2.1 Jane and John were married on _____.

2.2 Jane and John separated on _____. They will continue living separate and apart.

2.3 They have two children, _____, born XXX (“XXX”), and _____, born XXX (“XXX”).

2.4 The parties’ education/employment information is as follows:

(a) Jane is currently self-employed at XXXX and earns an annual income of approximately $_____.

(b) John is currently self-employed at XXXX and earns an annual income of approximately $.

2.5 Jane and John each intend this Agreement to be:

(a) a settlement of decision-making responsibility, parenting time, contact, and support with respect to XXXXXX

(b) a final settlement of spousal support;

(c) a final settlement of:

(i) their respective rights in or to the property of the other and the property held by them jointly;

(ii) their respective rights in the estate of the other;

(iii) all issues otherwise arising out of their marriage.

2.6 The parties agree to be bound by this Agreement which settles all issues between them.

2.7 No application claiming relief under the Divorce Act, the Family Law Act or the children's Law Reform Act, has been commenced by either party in any court to resolve any of the parties' family law issues.

2.8 This Agreement replaces all oral or written agreements made between the parties.

2.9 All background statements of fact form part of this Agreement. Each of the parties warrants that the background statements of fact are true and acknowledges that the other party is relying on them.

3. Freedom From The Other

3.1 Jane and John will continue to respect each other and each other's privacy.

4. Parenting

4.1 The parent exercising parenting time makes day-to-day decisions during that time, subject to applicable orders and the children's best interests.

4.2 Decision-making responsibility for significant matters (health, education, culture, language, religion, spirituality and significant extracurricular activities) shall be allocated as follows: _____. Emergency care must not be delayed.

4.3 If a child needs emergency medical care _____.

4.4 The children's primary residence and regular, holiday and vacation parenting schedule shall be specified here: _____. Arrangements must serve the children's best interests and comply with applicable orders.

4.5 Jane and John agree _____childcare arrangements.

4.6 With respect to the parenting time schedule for the children set out above, Jane and John further agree as follows:

(a) Both parties _____at all times.

(b) The parenting time schedule will only be altered if both parties agree.

(c) The party _____as a result of illness,employment responsibilities, etc.

(d) If the children _____of the third party.

(e) Neither party will object _____appropriately.

(f) Neither party will arrange _____other party's consent.

(g) Both parties _____time schedule.

(h) If a child is sick, _____child's doctor.

(i) The children will be permitted to take _____ without restriction.

(j) The children's health cards _____.

(k) Notwithstanding the above subparagraphs, the parties will at all times _____be adhered to without exception.

4.7 Jane and John agree to:

(a) prefer the children's interests to their own and at all times keep the best interests of the children in mind;

(b) encourage the children to _____with each party;

(c) refrain from making _____of the children;

(d) exchange information _____no more than once per day, except in the case of an emergency;

(e) share all documents regarding the children _____ transport documents between them;

(f) refrain from discussing with the _____ between the parties;

(g) ensure that all _____ is not accessible to the children;

4.8 Jane and John may telephone and communicate by text _____Jane or John whenever they wish.

4.9 With respect to the children's education, the parties agree as follows:

(a) Both parties may attend all school functions regardless of the parenting time schedule.

(b) The parties will attend parent-teacher meetings preferably together, but if that is not practical, then individually.

(c) Each party will obtain their own school calendar and school notices.

4.10 Jane and John may make inquiries and be given information by the children's teachers, _____intent of this paragraph.

4.11 If either party plans a vacation with the children, the travelling party will:

(a) _____ including the name of any flight carrier and flight times, accommodation, including address and telephone numbers, and details as to how to contact the children during the trip;

(b) obtain a notarized travel authorization _____notarized.

4.12 If either party plans a vacation _____that party.

5. Child Support

5.1 In this section:

(a) "Table" and "income" mean "Table" and "income" as those terms are defined in s. 2(1) of the Child Support Guidelines (the "Guidelines");

(b) "section 7 expenses" means "special or extraordinary expenses" as this phrase is defined in s. 7(1) of the Guidelines;

(c) “child support” refers to the monthly amount upon which the parties have agreed and may include both Table support and section 7 expenses.

5.2 For purposes of determining child support for the children, Jane’s annual income is _____ and John’s annual income is _____.

5.3 The children live primarily with Jane. Accordingly, John will pay to Jane as child support for the children:

(a) monthly table child support in the amount of $_____ on the first day of each month; and;

(b) his share of the children’s section 7 expenses as set out in the section 7 expenses paragraphs below; _____ or any other change in child support set out in the Agreement. Child support shall be calculated using the applicable Guidelines and tables for the relevant support period, including the Federal Child Support Tables effective October 1, 2025.

5.4 For apportioning of section 7 (special or extraordinary) expenses, John and Jane will each contribute ____% towards the expenses.

5.5 The parties will only _____”Dispute Resolution” to resolve this issue.

5.6 Child support continues for each child while entitled under applicable legislation. Reaching a particular age, completing a degree, marrying or moving away does not by itself conclusively determine entitlement. Neither party shall unilaterally terminate support contrary to an enforceable order or agreement.

5.7 Following an interruption in education, entitlement to resumed support shall be assessed under applicable legislation and the child’s circumstances, without an arbitrary age limit.

5.8 When a child moves away from home to attend a post-secondary educational institution, _____ Agreement entitled “Dispute Resolution” to resolve the issue(s).

5.9 Eligible post-secondary expenses shall be allocated as follows: Jane ____%; John ____%. Calculate net expenses in accordance with the Guidelines, accounting for applicable subsidies, benefits, tax deductions or credits and the child’s contribution. Tuition credit transfers are subject to tax law and the student’s valid designation. Disputes shall be addressed under the Dispute Resolution section.

5.10 Prior to determining each party’s obligation for the child’s post-secondary educational section 7 expenses above, Jane and John shall first deduct _____ Agreement entitled “Dispute Resolution” to resolve the issue.

5.11 The parties will adjust the Table amount of child support paid each calendar year based on John’s actual income for that calendar year as follows:

(a) By May 1 each year, or as soon as available thereafter, the parties shall exchange applicable income tax returns, notices of assessment or reassessment and other income information required under the Guidelines, including relevant self-employment information.

(b) The parties will then determine John’s appropriate Table amount for the applicable calendar year, in accordance with the Guidelines.

(c) If John has underpaid the Table amount for the applicable calendar year, _____immediately.

(d) Any overpayment shall be addressed by written agreement or applicable court order, without unauthorized deductions.

(e) If the parties do not agree about the adjustment to be made, they will use the section of this Agreement entitled “Dispute Resolution” to resolve the issue.

5.12

(a) Jane or John may seek a variation (ie. change) in child support if there is a material change in the condition, means, needs or other circumstances of Jane, John or the children that would affect child support.

(b) A material change in the condition, means, needs or other circumstances of Jane, John or the children in subparagraph

(a) above, may be foreseen or unforeseen, foreseeable or unforeseeable, and may include:

(i) a material change in either party’s financial position;

(ii) a change causing undue hardship for either party or the children;

(iii) a change in the number of children entitled to receive support under this Agreement;

(iv) a material change in the children’s section 7 expenses;

(v) a change in the children’s living arrangement (ie. parenting time with the parties) that impacts the amount of child support under the Guidelines;

(vi) The children turning the age of majority; or

(vii) a change in the children’s need for support.

(c) Whoever seeks a change will give the other, in writing:

(i) notice of the proposed change;

(ii) evidence supporting the proposed change; and

(iii) any request for information necessary to determine the issue.

(d) If the parties cannot agree about any change, they will use the section of this Agreement entitled “Dispute Resolution” to resolve the issue(s).

5.13 Either party may claim benefits or credits only if eligible under applicable tax law and CRA requirements, based on actual parenting arrangements. These may include the Canada Child Benefit, Child Disability Benefit, Canada Groceries and Essentials Benefit (formerly GST/HST credit), Ontario Child Benefit, Ontario Trillium Benefit, Ontario Tax Reduction and amount for an eligible dependant. Their treatment for support purposes follows the applicable Guidelines.

5.14 John will pay the child support directly to Jane and not to the Family Responsibility Office. Neither party will file this Agreement with the Family Responsibility Office for enforcement unless John defaults in payment, at which time Jane may file the Agreement with the court and the Family Responsibility Office for enforcement.

6. Spousal Support Release

6.1 The parties intend a final mutual release of spousal support, subject to applicable legislation and judicial review. The parties shall obtain independent legal advice and assess entitlement, financial disclosure and the consequences of any release before signing.

6.2 This Dispute Resolution section applies, as specified in the dispute resolution paragraphs below, to disputes about or proposed changes to:

(a) reviewable terms of the Agreement;

(b) variable terms of the Agreement;

(c) the relocation of the parties and/or the children; and

(d) significant parenting issues. Any proposed relocation must comply with applicable statutory notice, objection and relocation requirements under the Divorce Act or Children's Law Reform Act, including applicable exceptions.

6.3 If Jane and John have a dispute about or propose a change to a term outlined above, they will first try to resolve the matter through negotiation, either between themselves or with their respective counsel, on the following terms:

(a) The party disputing a term or seeking a change will give the other party, in writing:

(i) notice of the disputed term/proposed change;

(ii) evidence supporting their position on the disputed term/proposed change; and

(iii) any requests for information from the other necessary to determine the issue.

(b) A request under subparagraph

(a) above will be answered within 10 days.

(c) After exchanging any information required by this Agreement, Jane and John will meet personally or through their personal representatives to resolve the issue. If they come to an agreement, Jane and John will sign and date an amending agreement before witnesses.

6.4 If negotiation does not resolve a dispute, either party may seek court relief in accordance with applicable rules. Nothing in this Agreement prevents urgent relief or compliance with statutory deadlines, including relocation notice and objection requirements.

7. Medical and Dental Benefits

7.1 In this section, "medical" means all mental and physical health needs, including prescriptions, vision care, psychological counselling, dental and orthodontic costs, chiropractic costs, speech therapy, occupational therapy, physiotherapy, homeopathy, acupuncture and massage therapy.

7.2 John will pay ___ percent and Jane will pay ___ percent of 's medical expenses not covered by either parent's extended health insurance. A parent incurring non-emergency child medical expenses will obtain the other's consent in advance. Neither of us will unreasonably withhold our consent. If we cannot agree, we will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.

8. Equalization, Division of Property and Vehicles

8.1 Each party shall provide full and accurate financial disclosure, including significant assets, debts, income and relevant valuations, with supporting documents. Attach disclosure schedules before execution. Nothing in this Agreement limits applicable statutory remedies for nondisclosure.

8.2 As applicable, each party shall retain his or her own accounts, vehicles, investments, registered retirement savings plans, stock, corporate interests, TFSAs, LIRAs, employment pensions, real property, and personal property, free and clear of any property claim by the other.

8.3 In terms of assets and accounts, the parties have agreed to allocate the accounts in accordance with the following:

(a) Jane shall keep possession and ownership of the _____ vehicle. Upon signing this Agreement, John releases any claims that he may towards this vehicle.

(b) John will keep possession and ownership of the _____ vehicle. Upon signing this Agreement, Jane releases any claims that she may towards this vehicle.

9. Matrimonial Home

9.1 The parties have waived the requirement of any formal appraisal to determine the value of the matrimonial home. The parties were specifically advised that a certified appraisal should have been conducted to determine the approximate value of the matrimonial home. Despite such advice, the parties waive the requirement for certified appraisals and deem such disclosure irrelevant to this agreement.

9.2 The parties have agreed that the matrimonial home has a value of $XXXX

9.3 As of XXXX, the total mortgage remaining on the matrimonial home is approximately $XXXX. At a valuation of $XXXX, the parties' joint equity in the property is approximately $XXXX.

9.4 John will transfer his share of the matrimonial home to Jane in exchange for $XXXX. The parties will equally pay the cost of the preparation and registration of the transfer.

9.5 Jane will use her best efforts to immediately obtain a release of John's mortgage _____mortgage. Jane will pay any penalties resulting from this refinancing.

9.6 If any encumbrance is registered on title after the date of this Agreement but before the transfer, the responsible party will immediately remove it and fully indemnify the other from all liability relating to it.

9.7 Once the transfer of the matrimonial home has been completed, John releases all of his rights in the matrimonial home under Part II of the Family Law Act.

10. Debts

10.1

(a) Jane and John have the following debts in their joint names:

(i) XXX

(ii) XXX

(iii) XXX

(b) If Jane or John becomes liable for a debt the other has assumed, the party who has assumed the debt will fully indemnify the other.

(c) In addition to the joint debts, Jane shall be solely responsible for the sole debts that are currently registered to her name. These debts include:

10.2 Upon signing this Agreement, each party indicates that they are fully satisfied with the settlement of accounts and debts in this Agreement, and no further outstanding payments are to be made by either party.

10.3 Neither Jane nor John will pledge the credit of the other or bind the other for any debts either may incur after the signing of this Agreement. Jane and John acknowledge that they have not pledged the credit of the other since separation.

10.4 A party who is under an obligation in this Agreement to reimburse or indemnify the other will:

(a) pay the other's expenses, damages or loss, including costs arising from the party's obligation to reimburse or indemnify; and

(b) indemnify the other from:

(i) any amounts paid by the other with respect to the liability, plus interest on the amount at 10 percent a year compounded annually; and

(ii) actual legal fees and disbursements incurred by the other. The allocation of debts under this Agreement does not release either party from contractual obligations to creditors unless the creditor agrees to a release.

10.5 In this Agreement, one party's indemnification of the other with respect to a debt will be _____plus the costs incurred to obtain the judgment and enforce it.

11. Pensions

11.1 Upon completion of the parties' obligations in this Part of the Agreement, the parties release all claims, _____ claims under the PBA, the Divorce Act, the Family Law Act, and the Succession Law Reform Act.

12. Releases

12.1 In consideration of and on completion of the parties' mutual obligations in this Agreement, and except as otherwise provided in this Agreement, Jane and John:

(a) release each other from all claims either may have against the other now or in the future under the terms of any statute, in equity or the common law, including all claims under the Divorce Act, the Family Law Act, and the Succession Law Reform Act, for:

(i) possession of property;

(ii) ownership of property;

(iii) division of property;

(iv) compensation for contributions to property;

(v) monetary or proprietary remedies for unjust enrichment including claims where there is a joint family venture;

(vi) claims in trust, including any claims to a constructive or resulting trust; and

(vii) an equalization payment.

(b) will be entitled to retain their respective property free from any claim by the other party, and will be free to deal with or dispose of their respective property as they deem fit;

(c) will not claim any share or interest in the other party's property;

(d) in the case of RRSPs, RRIFs, registered or unregistered private or employment pensions, life insurance and any such similar property, disclaim any and all rights arising from and benefits payable to them from the other party's plans, including any survivor benefits and other rights or benefits which may arise on the death of the other, or any designations to the contrary that predate this Agreement.

12.2 Except as otherwise provided in this Agreement, Jane and John each renounce any entitlement either may have in the other's will made before the date of this Agreement or to share in the estate of the other upon the other dying intestate.

12.3 Except as otherwise provided in this Agreement, Jane and John release each other from all claims either may have against the other now or in the future under the terms of any statute or the common law, including claims for:

(a) a share in the other's estate;

(b) a payment as a dependant from the other's estate under the Succession Law Reform Act;

(c) any entitlement under the Family Law Act;

(d) an appointment as an attorney or guardian of the other's personal care or property under the Substitute Decisions Act; and

(e) participation in decisions about the other's medical care or treatment under the Health Care Consent Act.

12.4 Except as otherwise provided in this Agreement, on the death of either party:

(a) the surviving party will not share in any testate or intestate benefit from the estate;

(b) the surviving party will not act as personal representative of the deceased; and

(c) the estate of the deceased party will be distributed as if the surviving party had died first.

13. General Terms

13.1 Jane and John acknowledge that this Agreement is a separation agreement under section 54 of Ontario's Family Law Act, subject to applicable statutory limits and the court's authority to review domestic contracts.

13.2 There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.

13.3 Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as

severed from the remaining terms.

13.4 The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.

13.5 On execution of this Agreement, either party may commence an application to obtain a divorce only with no costs payable. The other party will cooperate in the service of documents. The divorce will proceed on an uncontested basis.

13.6 The costs of any application for a divorce judgment or order will be shared equally between the parties.

13.7 If a divorce judgment or order issues, none of the clauses of this Agreement will be incorporated in the judgment or order.

13.8 If a divorce judgment or order issues, all of the terms of this Agreement will continue.

13.9 Unless the parties agree otherwise, the laws of Ontario apply to this Agreement and its interpretation;

13.10 This Agreement survives the death of Jane and John and enures to the benefit of and binds Jane and John's heirs, executors, administrators, estate trustees, personal representatives and assigns.

13.11 Jane and John will each inform the executors, estate trustees, personal representatives named in each one's will that this Agreement exists, and where a copy is located.

13.12 Any amendments to this Agreement must be in writing, signed by the parties, dated and witnessed.

13.13 Jane and John will sign any documents necessary to give effect to this Agreement.

13.14 Jane or John's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.

13.15

(a) Jane and John:

(i) understand their respective rights and obligations under this Agreement and its nature and consequences;

(ii) acknowledge that this Agreement is fair and reasonable;

(iii) acknowledge that they are not under any undue influence or duress; and

(iv) acknowledge that both are signing this Agreement voluntarily.

13.16 Where consent is required under this Agreement, it will not be unreasonably withheld. If Jane and John cannot agree whether consent is being reasonably withheld, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the matter.

13.17 The Agreement may be executed in counterparts. Each party must sign in accordance with applicable law and have their signature witnessed. Electronic execution and delivery may be used only where legally permitted and all applicable formalities are met.

13.18 This Agreement takes effect when both parties have signed it and their signatures have been witnessed in accordance with section 55(1) of Ontario's Family Law Act. Electronic execution must comply with applicable legal requirements.

13.19 This Agreement was prepared jointly by both parties.

Signatures (complete only after legal review)

Date: _____

Jane Doe signature: _____

Witness signature: _____

Witness name: _____

Date: _____

John Doe signature: _____

Witness signature: _____

Witness name: _____