



Territorial Court of the Northwest Territories
Optional Release Order Conditions
(select only those that apply)

Name

File Number

Common conditions

Jurisdiction

1. You shall remain in the Northwest Territories at all times, unless you have the written permission in your possession from the Bail Supervisor to leave the Northwest Territories.

Reporting

2. You shall report to the Bail Supervisor by calling (*) upon your release from custody or within _____ hours / days, of your release from custody (or end of business day on _____) and thereafter as and when directed by the Bail Supervisor.

OR

You shall report in person to the Peace Officer in the community of _____ every _____ (identify day(s) of the week) between the hours of _____ and _____ starting on _____

*North Slave (Yellowknife) 867.767.9264;

*South Slave (Hay River) 867.874.6272;

*Deh Cho (Fort Simpson) 867.695.3014;

*Sahtu (Norman Wells) 867.587.4142;

*Beaufort Delta (Inuvik) 867.678.8016 / 8015

Residence

3. You shall reside at _____ (or “with your Surety at”) unless you have written permission in your possession from the Bail Supervisor to reside elsewhere.

If your Surety resides in Public Housing, you shall immediately notify Public Housing that you are residing with your surety.

Notify of change

4. You shall notify the Bail Supervisor of any change in your employment or place of education.

*Curfew /
House Arrest*

5. You shall be inside your place of residence every day between the hours of _____.

OR

You shall be inside, including within 3 meters of the entrance to, your place of residence at all times, unless:

- a) you have prior written permission, in your possession, from the Bail Supervisor (Peace Officer) to be outside of your residence during your curfew hours or
- b) you are working or traveling directly to or directly from a scheduled work commitment and you have provided your work schedule in advance to the Bail Supervisor or
- c) you are in the immediate presence of your Surety or
- d) you (or an immediate family member) have a medical emergency and should this occur, you shall notify the Bail Supervisor as soon as it is safe for you to do so, including upon request providing proof of the medical emergency.

- Compliance Check* 6. You shall present yourself at the door and/or respond to a telephone call from the Peace Officer or the Bail Supervisor (or SafeTracks Representative/Agent) checking to verify your compliance with this order.
- No contact / communication* 7. You shall have no contact or communication, directly or indirectly with _____.
(Further, you shall immediately report to a Peace Officer if the named person(s) attempts to contact you.)
- Exceptions:
- a) When you have the written permission in your possession from the Bail Supervisor for you to have contact or communication with _____, or
 - b) When you are completely sober and they have consented and continues to consent to your contact or communication with, or
 - c) Through a sober third-party adult to arrange for access to your children (if the Bail Supervisor has approved of the proposed access)(and/or the third party is present during such access).
- No Go* 8. You shall not go within _____ meters of the places of residence, work, worship and /or education of _____.
- a) You have written permission in your possession from the Bail Supervisor to attend any of those places for specified purposes or specified periods of time, or
 - b) You are accompanied by a Peace Officer for the purposes of retrieving your personal belongings from the residence.
- (Further if you see them, you shall leave their presence immediately without any words or gestures.)
- Geographic Buffer/Restriction* 9. You shall not attend the community of _____ except to appear in Court as and when required.
- If you are required to attend that community for Court, you shall notify a Peace Officer in the community of _____ of your travel itinerary, including where you will be staying, before you arrive in the community. You shall report to a Peace Officer in the community of _____ immediately upon your arrival and you shall also advise of your departure details. You shall leave the community within _____ hours/days of the conclusion of your current Court appearance.
- If you are required to attend _____ for Court, you shall surrender yourself to a Peace Officer immediately upon your arrival and remain in custody until your Court appearances are concluded and you are able to immediately return to the community you reside in, or until the Court directs otherwise.
- Not attend community* 10. You shall not attend the community of _____ unless it is for court purposes or while in transit to another lawful location.
- Community Restriction* 11. You shall remain within community of _____ unless you have written permission in your possession from a Peace Officer or the Bail Supervisor to leave that area.
- Travel* 12. Immediately upon release from custody, you shall travel directly to the airport, where you will take your confirmed travel. You will not voluntarily deviate from your confirmed travel route. In the event your travel is interrupted or delayed for reasons outside of your control, you will notify a Peace Officer or the Bail Supervisor and advise them of any new travel arrangements.

Less Common Conditions

- No Intoxicants* 13. You shall not possess, consume and/or purchase alcohol, other intoxicating substances, or illegal drugs, except as prescribed by a licensed medical practitioner, unless:
- a) You are inside your place of residence, and **if you have consumed alcohol or other intoxicating substances** you may not leave your residence until you are completely sober, or
- You shall not be intoxicated in the presence of any females (males/children) until you are completely sober.
- Breath Samples* 14. You shall submit such samples of your breath as are suitable for analysis upon the demand of a Peace Officer who has probable grounds to believe that you have been consuming alcohol and who wishes to verify your compliance with this order.
- Licensed Premises* 15. You shall not enter the premises of any bar, tavern, pub, lounge or liquor store licensed to sell alcohol under the *NWT Liquor Act*,
AND
You shall not be in any premises in which alcohol is being consumed.
- Drug Paraphernalia* 16. You shall not possess drug paraphernalia that is suitable for the sale or consumption of drugs that have not been prescribed to you, unless:
You are at a government-authorized overdose prevention or safe consumption site.
- No Weapons* 17. You shall not possess a firearm, crossbow, prohibited weapon, restricted weapon, prohibited device, firearm part, ammunition, prohibited ammunition or explosive substance.
and you must surrender any such items, if you have any in your possession, to the RCMP
and you must also surrender to the RCMP any authorization, licence, or registration certificate or other document enabling the acquisition or possession of a firearm -except for the purposes of subsistence hunting.
- ALTERNATE WORDING**
- No Weapons:** You shall not possess, directly or indirectly any weapon as defined in the Criminal Code, including firearms, crossbows, prohibited or restricted weapons, prohibited devices, firearm part, ammunition, prohibited ammunition or explosive substance, or all of those things.
AND
you shall surrender any such items, if you have any in your possession, to a Peace Officer
AND
you shall also surrender to a Peace Officer any authorization, license or registration certificate or other document enabling the acquisition or possession of a firearm.
- Knives and Other Weapons* 18. You shall not possess any knives or edged weapons on your person, except for the purposes of preparing and consuming of meals.
AND
You shall not possess any weapon as defined in the Criminal Code, including (specify examples).
- Break-in Tools/Instruments* 19. You shall not possess any tools or instruments that are designed to or capable of breaking and entering into any property or locking mechanisms, including but not limited to tools or devices intended to cut locks, such as bolt cutters. You shall not possess any tool that may be used to enter, or to force an entrance into, any property unless you are making immediate use of the tool for its designed and lawful purpose.

- Arson* 20. You shall not possess any incendiary device, flammable product, or explosive substance, including but not limited to, lighters, matches, jerry cans, fire accelerants, and fireworks, except with the prior written permission, in your possession, from of the Bail Supervisor.
- Cell Phone* 21. You shall not possess a cell phone, or any other electronic device capable of electronic text messaging,
OR
You shall possess only one cell phone or one electronic device capable of electronic text messaging on your person for which you shall be the account holder, and it shall not be a “pay as you go” cell phone, and you shall provide that cell phone number to a Peace Officer and/or to the Bail Supervisor.
AND
You shall keep the phone’s history and not delete your call or text usage,
AND
Upon the request of a Peace Officer or the Bail Supervisor you shall give them access to the cell phone or device so they may verify your compliance with this order.
- Cell Phone Compliance Checks* 22. You shall keep your cell phone, or any other electronic device capable of text messaging with you at all times so that your location can be verified
AND
You shall immediately respond as requested to any text, SMS or phone call made by a Peace Officer or the Bail Supervisor seeking to verify your compliance with these terms
AND
Upon the request of a Peace Officer or the Bail Supervisor you shall provide information (including images) to permit your location to be verified.
- Cell Phone account* 23. You shall keep your cell phone account, or the account for any other electronic device capable of text messaging, in good standing so that communication to your device can be made at any time.
- Internet* 24. You shall not use the internet or other digital network, unless doing so in accordance with conditions set by the Court.
AND
You shall not delete the history of your internet usage.
AND
Upon the request of a Peace Officer or Bail Supervisor you shall give them access to any internet connected device in your possession so they may verify your compliance with this order.
- Surrender* 25. You shall surrender yourself to a Peace Officer in the community of _____ . Upon the conclusion of your court appearance, you shall be released on these conditions.
- Passport* 26. You shall deposit your passport(s) with the _____

Exceptional Conditions

- Counselling/
Treatment* 27. You shall participate in any counselling and/or treatment program as directed by the Bail Supervisor,
- AND
Having consented in court, you shall attend, participate in, and complete the program. You shall follow all the rules of the program as long as the rules do not conflict with this order or the directions of the Bail Supervisor. If they do conflict, you shall tell the Bail Supervisor immediately. Upon completion of the program, you shall provide proof of your completion to the Bail Supervisor.
- FURTHER
If you are expelled or remove yourself from the program, you shall immediately report to the Bail Supervisor
OR you shall surrender yourself into the custody of the RCMP, AND your bail will be revoked upon your surrender, and you are to be taken before a Justice of the Peace to be dealt with according to law.
- Counselling/
Treatment* 28. Having consented in court, you shall sign any document that is necessary for the Bail Supervisor, Counsellors, or Treatment Providers to check your attendance at and completion of any intake, assessment, counselling, or treatment program.
- Contact with
Under 16* 29. You shall have no contact or communication, directly or indirectly, and of any kind or by any means, with persons under the age of 16 years, **UNLESS**
- a) You are under the immediate supervision of _____, a person named by the Court.
 - b) You are in the immediate presence of a sober adult / Surety.
 - c) Except your siblings and/or your children when you are at your place of residence.
 - d) You have written permission from your bail supervisor
- Public Areas* 30. You shall not go to a public park or public swimming area where persons under the age of 16 years are present or can reasonably be expected to be present, or a daycare center, schoolground, or playground, **UNLESS**
- a) You are in the immediate presence of a sober adult / Surety.
 - b) You have written permission from your bail supervisor
- Intimate Partners* 31. You shall report the names of any known intimate partners or new intimate partners to a Peace Officer or the Bail Supervisor, and you shall sign a waiver to the benefit of Peace Officers or the Bail Supervisors allowing them to speak to any of your known intimate partners about your criminal record and outstanding
- No Go Vehicle* 32. You shall not enter any motor vehicle, other than public transportation, unless the registered owner is present in the vehicle,
UNLESS
You have prior written permission, in your possession, from the registered motor vehicle owner, or your employer to be in the motor vehicle.
- Driving
Prohibition* 33. You shall not operate any motorized vehicle, you shall not occupy the driver's seat of any motorized vehicle, and you shall not have in your possession any keys or electronic devices that may be used to operate any motorized vehicle.
- Vehicle
Operation:* 34. You shall not operate any motorized vehicle unless you have, and can produce for inspection, a valid operator's license, current certificates of registration, and valid insurance for the vehicle.
- Documentation* 35. You shall carry a copy of this Release Order with you at all times when you are outside your place of residence, and you shall produce it upon demand by a Peace
- Identification* 36. You shall carry on your person photo identification whenever you are outside of your residence, and you shall produce it on the lawful demand of a Peace Officer or the Bail Supervisor.

*Financial
Instruments*

37. You shall not possess any identification, card with a data strip or security chip, credit or debit card, credit or debit card data, a blank card with a magnetic strip, cheque, negotiable instrument or banking document unless you can prove that it has been lawfully issued in your name or it is used within the course of your lawful employment.

*Electronic
Monitoring*

38. You shall enter into an electronic supervision agreement to wear an electronic monitoring device and you will not be released from Custody until you have been properly fitted with the electronic monitoring device, including complying with the following terms and conditions:

a) You shall enter into the [SafeTracks GPS Canada Inc. (SafeTracks)] GPS ankle bracelet electronic monitoring program, which includes agreeing by signature to [SafeTracks'] contract, rules, protocols, and making all required payments to keep your account current.

b) You shall provide a copy of this Release Order within two business days to [SafeTracks] for the purposes of ensuring compliance with this order.

c) You shall not tamper with or remove the [SafeTracks] GPS ankle bracelet without prior Judicial approval, and/or by a [SafeTracks] Representative/Agent.

d) The [SafeTracks] GPS ankle monitor bracelet may also only be removed if you return back into custody.

Should your ankle bracelet monitor become damaged, malfunction, or fail to properly transmit a signal and you are directed by [SafeTracks], you shall surrender yourself to a Peace Officer.

39. **Other**