

## Introduction

Welcome to *Legal Aid BC Tariffs*, the guide to how Legal Aid BC (LABC), the business name of the Legal Services Society, compensates lawyers for their work on legal aid contracts. This chapter outlines the framework for the contract between LABC and tariff lawyers. It is important that you familiarize yourself with this chapter before you accept a representation or duty counsel contract from LABC. In addition to the general terms and conditions of your contract with LABC, this chapter provides a list of definitions and a quick reference chart for tariff rates.

All other documents and resources for working with LABC, such as an up-to-date “Contacts for lawyers” list, information about our mentoring program, practice resources, and a record of all our communication with tariff lawyers, are available on the **Lawyers section – Overview** of the LABC website ([www.legalaid.bc.ca](http://www.legalaid.bc.ca)) and/or in the Lawyer Portal.

## Using the Legal Aid BC Tariffs

All chapters of the Legal Aid BC Tariffs are posted on the Legal Aid BC Website under Lawyers – Legal Aid BC Tariffs and in the Lawyer Portal. Most of the time, you will only need to refer to the chapter for your area of law and the chapter on disbursements.

To get a copy of the tariffs, you may print the chapters you need directly from the website. The website version is the official version of the *LABC Tariffs* and is updated as Notices to Counsel are issued.

## Notices to Counsel

All changes to the LABC Tariffs are announced in Notices to Counsel, which are emailed to tariff lawyers and posted on the LABC website under Lawyers – Notices to Counsel. They can also be found in the Lawyer Portal.

## What’s new

A section found on your Lawyer Portal homepage containing billing tips, general Legal Aid BC news, and updates to the *LABC Tariffs* and other policies.

## Processing invoices

LABC provides the Lawyer Portal (online billing, direct deposit, and your Profile, Contracts, Authorizations, Payments, and Notifications) for all tariff lawyers. You’ll find all the information you need on the LABC website under Lawyers – Lawyer Portal. You can register for an account by selecting “Register now” on the Lawyer Portal web page.

LABC staff are available to answer inquiries about billing and the status of your account. Contact them at:

**Lawyer Services**

**Phone:** 604-601-6155 or 1-888-401-6206 (no charge)

**Fax:** 604-681-5796

**Email:** [lawyer.support@legalaid.bc.ca](mailto:lawyer.support@legalaid.bc.ca)

## Audit and Investigation

The Audit and Investigation Department monitors and audits invoices to ensure that lawyers acting for legal aid clients bill LABC appropriately for legal services and disbursements. The Audit and Investigation Department is also responsible for investigating complaints about lawyers to ensure that the quality of service lawyers provide to our clients is comparable to that provided to clients who pay privately.

## Client confidentiality

All information an applicant or client gives to LABC is subject to solicitor-client privilege. LABC cannot disclose information to any third party without the applicant's or client's explicit approval. Solicitor-client privilege is protected under section 14 of the *Freedom of Information and Protection of Privacy Act* and section 23 of the *Legal Services Society Act*, which state that:

1. Information disclosed by a client or an applicant for legal aid to a director, employee, or agent of the society or funded agency is privileged and must be kept confidential in the same manner and to the same extent as if it had been disclosed to a solicitor under a solicitor and client relationship.
2. If a civil or criminal proceeding is or may be brought against a person respecting the person's eligibility for legal aid, subsection (1) does not apply to information respecting eligibility.

Clients agree at the beginning of a legal aid contract to instruct their lawyers to provide Legal Aid BC with information about their case(s) and financial circumstances.

## Mentoring counsel

LABC promotes mentoring within the tariff bar to provide lawyers with valuable and practical learning opportunities.

LABC's Mentoring Counsel guidelines cover two types of mentoring – mentoring assistance and apprentice counsel. Mentoring assistance allows tariff lawyers with less than five years' call, or who have been practicing in the applicable area of law for less than five years, to obtain trial-related mentoring on their LABC cases from experienced counsel. Apprentice counsel allows tariff lawyers with

less than five years' call, or who have been practicing in the applicable area of law for less than five years, to act as apprentice counsel on an experienced counsel's case.

To request authorization for mentoring assistance or apprentice counsel, lawyers must submit an authorization request via the Lawyer Portal. See the [Mentoring Counsel guidelines](#) on the LABC website for further information on authorization and billing guidelines.

## Definitions

*[Updated: April 1, 2020]*

**Additional preparation:** the legal fees in excess of the tariff allowance that tariff lawyers may request at the outset or during the course of a representation contract.

**Adjustment:** a portion, or the full amount, of any payment that is deducted from any money payable by LABC to the tariff lawyer (negative adjustment), or is added to any money payable by LABC to the tariff lawyer (positive adjustment).

**Alternative service provider:** a lawyer who performs legal services on the tariff lawyer's behalf.

**Applicant:** a person who applies to LABC for legal services.

**Area of Law:** the categories of legal problems for which LABC has created separate tariffs (e.g., criminal, family, immigration).

**Articled student:** a person enrolled in the Law Society of British Columbia's admission program for articling students administered by the Law Society or its agents, including the period that the student is articled to a principal or registered in the training course. Where the tariff references lawyers, the terms also apply to articled students, except where expressly indicated otherwise.

**Attendance:** the time spent at a court or tribunal hearing, or a mediation session, from the scheduled start time to its conclusion, including waiting time (if counsel is not handling other matters), but excluding meal breaks. Actual time spent in attendance at a court or tribunal hearing, or a mediation session, via teleconference is considered attendance.

**Authorization request:** a written request made by tariff lawyers to LABC for approval to provide a legal service, incur a disbursement, bill a tariff item, or to amend a term of a representation or duty counsel contract.

**Block fees:** the flat legal fees LABC pays for certain legal services regardless of the time spent providing the service (see page 17).

**Case:** one or more related legal problems arising for a client.

**Case cost caps:** a limit on the total legal costs LABC will pay for a case, calculated by combining, for all tariff lawyers who have acted in that case, the aggregate legal fees paid or billable, or the aggregate disbursements paid or billable, not including applicable taxes.

**Client:** an applicant LABC considers eligible to receive legal services after determining he or she meets LABC coverage and eligibility criteria.

**Contract tariff items:** specific tariff items that are billable for each legal aid contract (up to the maximum units), as listed in the Lawyer Portal.

**Coverage:** the range of legal problems for which LABC makes legal services available, or the range of legal services LABC may fund, as determined by LABC.

**Criminal Case Management program (CCM):** the case management program LABC uses to manage the allocation of funds to lengthy criminal matters. For information on CCM, see the LABC website under Lawyers — Case management information.

**Disbursements:** the expenses tariff lawyers incur on behalf of clients while providing legal services.

**Duty Counsel Contract:** the LABC authorization for a lawyer to provide duty counsel or circuit counsel services and to bill LABC according to the tariff contract.

**Eligibility:** the LABC decision that an applicant is financially qualified for legal aid.

**Enhanced fees:** fees in excess of the tiered rates LABC normally pays to counsel. See the Enhanced Fee Rates on page 18 and the [Enhanced Fees and Exceptional Responsibility Premium policy](#) on the LABC website under Lawyers — LABC Policies.

**Exceptional responsibility premium:** a 15 percent increase in any tiered rates and/or enhanced fees that LABC pays to counsel pursuant to the *Enhanced Fees and Exceptional Responsibility Premium* policy. See the LABC website under Lawyers — LABC policies.

**Extended CFCSA services:** Additional preparation hours that tariff lawyers may request during the course of a representation contract on a complex CFCSA case when he or she has exhausted the initial preparation hours.

**Extended family services:** Additional preparation hours that tariff lawyers may request during the course of a family representation contract when he or she has exhausted the initial preparation hours.

**Extra legal fees:** the legal fees in excess of the tariff rate that tariff lawyers request from LABC at the conclusion of the case.

**Final invoice:** the completed invoice a tariff lawyer submits to LABC, when he or she ceases acting in a case, as a full and final statement of all legal fees and disbursements he or she is entitled to recover from LABC.

**General preparation:** the preparation for a representation contract that is not specifically covered by another tariff item. It includes such things as taking instructions, preparing correspondence and court documents, negotiating with an opposing party, and the time spent waiting to see a client at a detention facility. It does not include time spent travelling to and from court or a detention facility, or activities related to file closing.

**Half day:** a court sitting either before or after the lunch adjournment.

**Hourly rate:** the hourly rate set by LABC, to be billed in 10ths of hours (see page 17).

**Interview date:** the date a client applies to LABC for legal services as specified on the representation contract.

**Invoice:** the electronic billing forms provided through the Lawyer Portal to tariff lawyers for billing LABC for legal fees and disbursements.

**Issue date:** the date LABC issues a representation contract or duty counsel contract to a tariff lawyer.

**Issuing office:** the LABC office that issues a representation contract or duty counsel contract to the tariff lawyer.

**Last service date:** the date a tariff lawyer last performed a legal service billable according to the tariff contract.

**Lawyer Portal:** the secure online portal used by tariff lawyers to submit invoices and authorization requests for legal fees and disbursements, receive notices, access practice resources, and communicate with LABC.

**Legal aid:** the services and information provided under the *Legal Services Society Act*, S.B.C. 2002, c.30.

**Legal Aid BC (LABC):** the business name of the Legal Services Society, continued under the *Legal Services Society Act*, S.B.C. 2002, c.30.

**Legal fees:** the fees tariff lawyers bill LABC for legal services provided to clients.

**Legal services:** the services ordinarily provided by a lawyer that are billable according to the tariff contract and provided to clients by tariff lawyers pursuant to a representation or duty counsel contract.

**Notice to Counsel:** a notice LABC issues periodically to inform tariff lawyers about changes to the tariff contract.

**Post-payment review:** the process of reviewing a tariff lawyer's paid invoices.

**Reduction:** a permanent reduction to legal fees payable to tariff lawyers, as determined by LABC.

**Repayment amount:** the amount of money LABC determines a tariff lawyer must pay back to LABC because that amount was not properly payable to the lawyer under the tariff.

**Representation contract:** the LABC authorization for a lawyer to provide legal services to a client in a specified case and to bill LABC for legal fees and disbursements according to the tariff contract.

**Service date:** the day, month, and year that a particular service was provided to a client on a legal aid contract.

**Service month:** the month and year that a portion of a service (for example, preparation time) was provided to a client on legal aid contract.

**Service start date:** the date from which LABC authorizes tariff lawyers to bill LABC for legal services provided to a client.

**Service stop date:** the date LABC specifies for termination of a contract.

**Tariff contract:** the retainer agreement between LABC and tariff lawyers, as modified from time to time by LABC, including the contents of *LABC Tariffs* (General Terms and Conditions and applicable Tariffs) and Notices to Counsel and other written instructions that LABC may provide to tariff lawyers directly or through the LABC website.

**Tariff items:** the individual provisions within each tariff describing the nature of a legal service or disbursement and its specific billing rules, including the amount payable.

**Tariff lawyer:** a lawyer who is a member in good standing of the Law Society of British Columbia, holds a Law Society of British Columbia practising certificate, and who LABC deems eligible to accept contracts.

**Tariff rate:** the rate LABC pays for legal services, in the form of block fees or an hourly rate, as set out in the tariff contract. See the Tariff Rates Quick Reference on page 18.

**Tariffs:** the schedules of legal fees and disbursements payable by LABC for legal services provided or expenses incurred on a client's behalf.

**Tiered rates:** the LABC system of differential tariff rates for lawyers based on their years of call to the bar on the date service was provided. Years of call is based on the month in which the lawyer was called to the bar in Canada. There are three tiers:

- Tier 1**      Less than 4 years call
- Tier 2**      4 or more years and less than 10 years call
- Tier 3**      10 or more years call

See the Tariff Rates Quick Reference on page 18.

**Timekeeping record:** A typed record (identified per client) containing an itemized list of legal services performed. It must include a detailed description of the services, in chronological order, and the date and time spent on each task. (See sections 32 to 35 below.)

**Vendor number:** LABC provides this permanent identification number to lawyers and other service providers, enabling them to do business with LABC.

## General Terms and Conditions

### General

1. Legal Aid BC may modify the terms and conditions of the tariff contract at any time, and such modifications take effect upon reasonable notice.
2. A tariff lawyer's acceptance of a representation contract is considered his or her conclusive agreement to represent a client in the case specified on the representation contract and bill LABC according to the tariff contract.
3. LABC has sole authority to determine all matters related to legal aid, including clients' coverage and eligibility and appropriate compensation of lawyers.
4. Tariff lawyers may ask LABC to review a decision regarding eligibility, coverage, or any other matter related to the interpretation and administration of the tariff contract.
5. LABC may refuse to pay all or part of a tariff lawyer's invoice if the tariff lawyer fails to comply with the terms and conditions of the tariff contract.
6. LABC may refuse to pay tariff lawyers for legal fees and disbursements related to legal or other services that were:
  - (1) Not reasonable and necessary to advance the client's best interests;
  - (2) Performed inadequately;
  - (3) Performed by a lawyer who was not then a member in good standing of the Law Society of British Columbia and who did not hold a Law Society of British Columbia practicing certificate; or
  - (4) Performed by a lawyer contrary to the terms of an LABC decision under the [Lawyer Compliance policy](#) (available on the LABC website under Lawyers — LABC Policies).
7. Tariff lawyers must:
  - (1) Respond to LABC inquiries about a representation or duty counsel contract within 30 days;
  - (2) Respond to an LABC inquiry regarding a client complaint within 30 days;
  - (3) Provide information requested by LABC regarding a complaint within 30 days;
  - (4) Inform LABC of any changes to their business or email addresses and telephone or fax numbers within 30 days;
  - (5) Immediately inform LABC when their Law Society status changes, the Law Society issues a citation, have criminal charges laid against them, and/or when they cease doing LABC work.



8. LABC may release correspondence between a tariff lawyer and LABC about an applicant's or client's case, including billing information, at their discretion or upon the applicant's or client's request.
9. LABC is not responsible for any disputes relating to a contract that may arise between tariff lawyers and third parties.
10. It is the responsibility of the tariff lawyer to be registered with WorkSafeBC pursuant to legislation.
11. LABC may, at its discretion, and upon reasonable notice to lawyers, impose reductions at rates set by LABC.
12. LABC may, at its discretion, impose conditions on, or temporarily or permanently suspend, a lawyer's eligibility to receive representation or duty counsel contracts in accordance with its [Lawyer Compliance policy](#).

## Client coverage and eligibility

13. Tariff lawyers must immediately notify the issuing office if they learn that a client has:
  - (1) Improved his or her financial situation;
  - (2) Failed to disclose assets or income to LABC;
  - (3) Unreasonably prolonged a case; or
  - (4) Refused to give the tariff lawyer reasonable instructions.
14. LABC may terminate a representation contract at any time if a client no longer meets LABC criteria for coverage and eligibility.
15. LABC may add to an existing representation contract any new matter of the same area of law arising for a client within 90 days of that contract's interview date.
16. According to the LABC [Settlements and Judgments policy](#), a tariff lawyer must immediately notify LABC if they learn that a client will be receiving a settlement or awarded a judgment, and must:
  - (1) Provide Audit and Investigation Department with the client's current contact information and the amount of the expected settlement or judgement; and
  - (2) Confirm with LABC the repayment funds owed and obtain LABC authorization before releasing any portion of the settlement or judgement from their trust account.
17. If a tariff lawyer believes that a client referred by LABC will receive a settlement that will not be processed through the tariff lawyer's trust account, the lawyer must immediately notify the Financial Review & Collections Coordinator at [helpdesk.sj@legalaid.bc.ca](mailto:helpdesk.sj@legalaid.bc.ca).

## Authorization for services

18. LABC will not pay tariff lawyers for legal fees and disbursements arising before the contract's service start date, unless the legal fees and disbursements were authorized in advance by LABC.
19. LABC may determine the service stop date for any representation or duty counsel contract.
20. LABC may refuse to pay legal fees and disbursements arising after the service stop date.

## Billing for services

21. LABC applies reasonableness billing thresholds for tariff items that do not have a maximum amount payable or maximum billable hours published in the Tariffs.
22. Tariff lawyers must request authorization via the Lawyer Portal to bill the following:
  - (1) More than the maximum stated in the LABC Tariffs;
  - (2) More than the Lawyer Portal maximum units stated for each contract tariff item listed on each contract; or
  - (3) A tariff item that does not appear in the Lawyer Portal on the lawyer's representation or duty counsel contract.
23. LABC contracts with the tariff lawyer and not the tariff lawyer's law firm. When a tariff lawyer submits an invoice to LABC, the tariff lawyer represents and warrants that he or she:
  - (1) Reviewed the invoice before submitting it to LABC;
  - (2) Performed or supervised an alternative service provider or articulated student to perform, the legal services billed for on the dates recorded on the invoice;
  - (3) Made reasonable efforts to ensure legal fees and disbursements were reasonable and necessary; and
  - (4) Is entitled to receive payment according to the tariff contract.
24. Tariff lawyers must complete invoices fully and accurately according to the terms of the tariff contract.
25. LABC may refuse to process payment for all or part of a tariff lawyer's invoice if the tariff lawyer submits an invoice that is inaccurate or incomplete. If all or part of a tariff lawyer's invoice is not paid, a tariff lawyer may seek to have the invoice reviewed by:
  - (1) Requesting in writing a review by the Manager, Lawyer Services or their designate; and
  - (2) Providing LABC with further detailed invoice information.

There will be no further reviews after the final decision of the manager.

26. LABC may refuse to pay any legal fees and disbursements not included on a tariff lawyer's final invoice.
27. Despite any other bill by date indicated on a duty counsel or representation contract, tariff lawyers must submit invoices to LABC:
  - (1) Upon request by LABC;
  - (2) For duty counsel and Criminal Early Resolution (CERC) contracts, within two months of each service date;
  - (3) For representation contracts, not more than six months after the last service date, or when the tariff lawyer ceased representing the client on that particular contract.
28. Tariff lawyers must not bill LABC for the Provincial Sales Tax (PST) on legal fees. Pursuant to section 128 of the *Provincial Sales Tax Act*, legal fees are tax exempt where legal services are provided by legal aid. Where disbursements items have PST charged, the PST may be included.
29. Tariff lawyers must not include the Goods and Services Tax (GST) when recording legal fees and disbursements on a billing form. Although GST does apply to the services provided, LABC will automatically calculate the amount of GST payable (if applicable) when processing an invoice.
30. Tariff lawyers are not permitted to bill for two legal services provided at the same time or on the same half day unless the applicable tariff explicitly permits this. If a lawyer is attending the same court on the same half day for the same client or legal service, the time may be billed only once, notwithstanding that there are two or more separate representation contracts issued to the lawyer for that client or legal service.

## Post-payment reviews

31. After paying an invoice, to ensure the invoice is valid and properly billed in accordance with the tariff contract, LABC may conduct a post-payment review or audit. A post-payment review or audit may occur within two years from the date of payment, or LABC may extend this period to up to five years from the date of payment of the final invoice, if:
  - (1) Any invoices contain significant issues or errors;
  - (2) There is any indication of fraud or misrepresentation; or
  - (3) There is a delay with LABC accessing necessary court records.

## Record keeping and repayment

32. Tariff lawyers must maintain typed, reliable and complete accounting and **timekeeping records** for each representation and duty counsel contract, and retain such records for at least five years from the date of payment of the final invoice. Timekeeping records must be kept from the outset of each contract and at the same time as the lawyer provides the legal services.

33. When billing for services using the criminal block fee tariff, lawyers must keep a record of the dates and services provided, but are not required to keep track of time. However, should extra fees be requested, LABC will consider factors such as the actual time expended on the case. Accordingly, it is recommended that lawyers keep track of their time when billing on the block tariff.

34. Tariff lawyers must maintain typed timekeeping records for all hourly tariffs (including CCM) accurate to the nearest 10<sup>th</sup> of an hour.

35. Typed timekeeping records must contain sufficient detail to enable LABC to determine:

- (1) What legal services were provided and on what date;
- (2) The actual time spent on specific tasks; and
- (3) Whether the amount billed complies with the tariff contract.

See also the definition of **timekeeping records** (There is a timekeeping form provided for optional use in the Lawyer Portal under Resources – Forms).

36. Tariff lawyers must submit additional information about the case or legal services rendered or other documentation to LABC upon request.

37. LABC may refuse to pay a tariff lawyer's invoices if, upon request, the tariff lawyer fails to provide, within 30 days, adequate documentation supporting the legal fees and disbursements claimed.

38. LABC may require repayment of any amounts paid to a tariff lawyer if:

- (1) Upon request, the tariff lawyer fails to provide, within 30 days, adequate documentation or explanation of the legal fees or disbursements that LABC paid, or
- (2) Upon review of the tariff lawyer's invoices and/or timekeeping records, LABC determines that the amount billed was inaccurate or does not comply with the tariff contract.

39. If the tariff lawyer fails to provide reimbursement to LABC representing the repayment amount within 30 days from the date that payment is requested, LABC may process one or more negative adjustments.

## Extra legal fees and additional preparation

40. LABC may, at its discretion, pay further legal fees to tariff lawyers. In reviewing requests for extra fees and additional preparation hours, LABC will consider factors such as the actual time expended, legal complexity, nature of legal services rendered, importance of the matter to a reasonable client of modest means, length of proceeding, amount of court time and/or LABC funding saved by the efforts of counsel, skill and efficiency of counsel, results achieved, and available tariff budget.

- (1) **Extra fees** may be requested at the conclusion of the case and require counsel to submit a final invoice.
- (2) **Additional preparation** may be requested if it is recognized at the outset of the case, or during the course of the contract, that substantially more hours than permitted under the applicable tariff will be required to complete the case. To request additional preparation, lawyers must submit an up-to-date invoice.

41. For extra fees and additional preparation requests, submit the required invoices, a tariff item authorization request via the Lawyer Portal and include documents and additional information to facilitate the request. For the criminal block fee tariff and duty counsel contracts, lawyers must also attach typed timekeeping records to their request. Failure to do so may affect LABC's ability to assess the request.

### Alternative service providers and articulated students

42. A tariff lawyer may, without prior LABC authorization, bill LABC for legal services performed by an alternative service provider if:
- (1) The alternative service provider performed the legal services in British Columbia;
  - (2) The alternative service provider performed the legal services in accordance with the tariff contract but did not assume conduct of the case; and
  - (3) The tariff lawyer billed the legal services in accordance with the tariff contract and indicated on the invoice which legal services the alternative service provider performed.
43. Tariff lawyers may not, without prior LABC authorization, retain alternative service providers to perform legal services:
- (1) Outside British Columbia, or
  - (2) Where the alternative service provider wishes to bill for travel fees
- Please contact the Case Management Section for authorization.
44. Tariff lawyers must ensure that the alternative service provider:
- (1) Is a member in good standing of the Law Society of British Columbia and holds a Law Society of British Columbia practicing certificate;
  - (2) Has a valid LABC vendor number; and
  - (3) Is not subject to an LABC decision under the [Lawyer Compliance policy](#) that affects his or her eligibility to receive contracts.
45. Tariff lawyers may, without prior LABC authorization, bill LABC for legal services performed by an articulated student if:

- (1) The articulated student acts according to Law Society rules and does not act in the following:
  - a) The role of duty counsel,
  - b) A proceeding on an indictable offence, unless the offence is within the absolute jurisdiction of a Provincial Court judge, or
  - c) Any contested application for continuing custody;
- (2) The client consents to the articulated student providing the legal services;
- (3) The tariff lawyer bills the legal services performed by the articulated student at the Tier 1 rate (LABC will adjust the amount to 75% of the applicable tariff rate – see page 18);
- (4) The tariff lawyer indicates on the invoice which legal services the articulated student performed; and
- (5) The tariff lawyer does not bill both the articulated student’s time and the lawyer’s time for the same services or appearances.

## Junior and co-counsel

46. LABC may authorize the appointment of junior or co-counsel, on terms LABC may determine, if the tariff lawyer submits a written request in advance to the Manager, Criminal, Immigration and Appeals, indicating:
  - (1) the exceptional circumstances of the case, including complex legal and factual issues, that make junior or co-counsel necessary;
  - (2) the specific task junior or co-counsel will perform; and
  - (3) the name and LABC vendor number of the proposed junior or co-counsel.
47. Subject to any specific instructions LABC may provide, a lawyer authorized by LABC to act as junior counsel may bill LABC:
  - (1) For non-CCM cases,
    - a) At the applicable junior counsel tariff rate; or
    - b) At the allocable tariff rate for legal services junior counsel provided in court when the senior counsel was not in attendance.
  - (2) In CCM cases, at junior counsel tiered rates, or at the applicable rate as determined by LABC pursuant to the Enhanced Fees and Exceptional Responsibility Premium policy (see page 18 for more information).
48. A lawyer authorized by LABC to act as co-counsel may bill LABC for legal services at the applicable tariff rate. See page 17.

## Change of lawyer

49. If a client changes lawyers or the tariff lawyer initiates a change of counsel, the newly appointed lawyer must:
- (1) verify that LABC has authorized a change of counsel;
  - (2) ask LABC to issue a new representation contract in his or her name and LABC vendor number; and
  - (3) advise the previous lawyer that he or she is representing the client.
50. If a client changes lawyers or the tariff lawyer initiates a change of counsel, LABC may refuse to pay the newly retained lawyer for legal fees and disbursements if:
- (1) LABC did not authorize a change of counsel; or
  - (2) the legal fees and disbursements arose before the service start date of the new representation contract.

## Case cost caps

51. LABC may, at its discretion and after reasonable notice to tariff lawyers, impose case cost caps.
52. LABC may not pay any legal fees or disbursements arising after the total legal fees, or the total disbursements, paid or billable in a case exceed the applicable case cost cap.

## Private billing

53. A tariff lawyer must not bill a client privately or accept funds from any source on behalf of a client on any matter related to the case specified in a representation contract without prior written authorization. To seek authorization, submit a request via the Lawyer Portal.
54. Tariff lawyers cannot privately bill clients retroactively for services provided under a legal aid representation contract.
55. With the client's consent, a tariff lawyer may enter into a private retainer with the client to continue any further services if the client is deemed by LABC to be no longer eligible for legal aid.

## Costs

56. Tariff lawyers must claim costs in cases where the time spent to obtain the costs is justified by the amount recovered. This does not apply to cases where costs are waived to get a settlement. When claiming costs, tariff lawyers should ensure that they include disbursements paid by LABC. Pursuant to section 24 of the *Legal Services Society Act*, all costs awarded are assigned to LABC and must be paid to LABC upon receipt. Time spent obtaining costs may be billed as general

preparation. If additional time is required, tariff lawyers must apply for authorization. Please contact the Financial Review & Collections Coordinator in the Audit and Investigation Department at [helpdesk.sj@legalaid.bc.ca](mailto:helpdesk.sj@legalaid.bc.ca). LABC will approve additional hours if they are justified by the amount of costs recoverable.

57. LABC does not pay costs awarded against legal aid clients.



## Tariff Rates Quick Reference

### Tiered Rates

[Updated: April 1, 2020]

Please note:

- Amounts shown below are for your reference only.
- The chart below also applies for co-counsel and alternative service providers.
- The applicable rate is based on your call date, the service date, and the tariff item.
- The block fees listed in the Criminal Tariff are based on Tier 1 rates. When billing via the Lawyer Portal, fees will automatically be adjusted for your applicable tier.
- Tier 2 and 3 rates do not apply where enhanced fees are paid (see below) or to legal fees related to criminal administrative or summary offences. As well, when providing criminal legal services to co-accused on the same half day, you are entitled to one additional half-fee per service provided, regardless of the number of additional clients.

Tier	Years of call	Block fees	Hourly rate		
			For service dates prior to Nov 4, 2019	For service dates between Nov 4, 2019 and April 1, 2020	For service dates on or after April 1, 2020
1	Less than 4 years	Amount specified in tariff item	\$83.90	\$104.88	\$111.17
2	4 or more years and less than 10 years	Applicable Tier 1 rate plus 5 percent	\$88.10	\$110.12	\$116.73
3	10 or more years	Applicable Tier 1 rate plus 10 percent	\$92.29	\$115.37	\$122.29

## Junior counsel

The hourly rates below are for attendance and preparation.

Tier	Hourly rate		
	For service dates prior to Nov 4, 2010	For service dates between Nov 4, 2019 and April 1, 2020	For service dates on or after April 1, 2020
1	\$62.93	\$78.66	\$95.18
2	\$66.08	\$82.60	\$99.94
3	\$69.22	\$86.53	\$104.70

\*Exception: Junior counsel receives 100% of the amount of legal services provided in court when senior counsel was not in attendance.

## Enhanced fee rates

The hourly rates below are for attendance and preparation.

Enhanced fees	Hourly rate		
	For service dates prior to Nov 4, 2019	For service dates between Nov 4, 2019 and April 1, 2020	For service dates on or after April 1, 2020
Senior counsel	\$125.00	\$156.25	\$165.63
Junior counsel	\$62.93 – \$83.90	\$78.66 – \$104.88	\$95.18 – \$111.17

\*LABC will determine the rate after considering the junior counsel’s experience, qualifications, and the task assigned to junior counsel in the case.

## Articled students

Important: When billing the hourly rate, claim the regular Tier 1 rate shown and LABC will adjust as necessary when processing your invoice.

Articled students	Block fees	Hourly rate		
		For service dates prior to Nov 4, 2010	For service dates between Nov 4, 2019 and April 1, 2020	For service dates on or after April 1, 2020
Articled students	Amount specified in tariff item	\$62.93	\$78.66	\$83.38