













## Conduct reviews – 2022-01 (January to June)

The lawyer had no recollection of reading the Juricert Contract or reviewing the obligations under the Rules and the BC Code and that since receiving the Juricert password in 2004 they allowed their assistant to affix the electronic signature to Land Title documents. The lawyer obtained a new Juricert certificate with a password that only the lawyer knows. The lawyer was also recommended to set aside time to regularly read the Law Society web page and discipline decisions and *Bencher's Bulletins*. (CR 2022-16)

### **Compliance audits and practice reviews resulted in several other similar conduct reviews**

- During an audit, the lawyer advised the auditor that two legal assistants knew the lawyer's Juricert password as they were delegated to register all land title documents (including Property Transfer Tax returns where the funds were paid out of their trust account). The lawyer was of the mistaken belief that the Juricert needed to be affixed at the same time as the document was filed. The lawyer sincerely regretted the violation of the Rules and fully understood the seriousness of the situation. The lawyer has obtained a new Juricert password. (CR 2022-17)
- Another lawyer who was elderly, had never learned how to type. On the few occasions the lawyer dealt with a real estate matter, they would stand behind their assistant while the Juricert password was typed and their signature affixed. The lawyer was not aware that they were in contravention of rule 6.1-5 of the *BC Code* and once becoming aware, obtained a new password, and learned how to input it themselves. (CR 2022-18)
- During an audit, it was revealed that the lawyer has disclosed their Juricert password to the legal assistant and permitted the assistant to affix the digital signature to documents electronically filed with the LTO, including Property Transfer Tax returns where funds were paid out of their trust account. In December 2018, the lawyer's assistant read a *Benchers Bulletin* that referred to other lawyers who had been sharing their Juricert passwords, and the Law Society had noted that this procedure was not correct. When the assistant brought this to the lawyer's attention, the lawyer changed the Juricert password and has not disclosed it to anyone else. The lawyer has agreed to be more diligent in carefully reviewing the *Benchers' Bulletins* and other Law Society publications in the future. (CR 2022-19)
- During a practice review, it was revealed that the lawyer had disclosed their Juricert password to the law firm's paralegal and that the paralegal had been using it since the lawyer had first obtained the Juricert certificate, including on Property Transfer Tax returns where the funds were paid out of their trust account.

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- The lawyer advised that they had not educated themselves on the practice requirements for electronic filing and admitted that it never occurred to them check the Rules and legislation pertaining to Juricert certificates. The lawyer obtained a new Juricert certificate and keeps it on a USB key in their office. (CR 2022-20)

### **Fee agreement**

A lawyer charged a personal injury client an hourly fee in addition to the maximum allowable contingency fee, contrary to Law Society Rule 8-2(1). The lawyer explained that missed appointments and communication problems with the client created an unprecedented amount of inefficiency. The lawyer returned the funds for the additional bill to the client. The lawyer admitted that they did not give the issue of charging for missed and late meetings enough consideration before issuing an account for improper charges. The lawyer stated if dealing with unusual or novel situations in the future, they would seek advice from a practice advisor and Benchers. (CR 2022-21)

### **Misleading / dishonesty / falsifying documents**

In the course of completing the Professional Legal Training Course (“PLTC”) a lawyer received assistance from another lawyer with a writing assessment and made representations to the Law Society, which they knew or ought to have known were untrue, contrary to one or both of the PLTC Integrity Policy and rules 2.1-5(f) and 2.2-1 of the *Code of Professional Conduct for British Columbia*. The lawyer self-reported their conduct to the Law Society, admitting that they had another lawyer review their third attempt of the PLTC writing assessment before submitting it to PLTC. The lawyer had signed a declaration three times that they did not receive any assistance on the writing assessment. The lawyer took full responsibility for his misconduct and was considered to have learned significantly from this experience. (CR 2022-22)