

Information

Lawyer Withdrawal

Learn what to do if your lawyer withdraws from your case.

What you should know

A lawyer must not withdraw from representation of a client except for good cause and on reasonable notice to the client.

Reasonable Notice

Reasonable notice means the client must be notified, unless the client cannot be located after reasonable efforts. There are no hard and fast rules as to what constitutes reasonable notice before withdrawal.

The general guideline is that the lawyer should protect the client's interests to the best of the lawyer's ability and should not abandon the client at a critical stage of a matter or when withdrawal would put the client in a position of disadvantage. Generally, the client should be given enough time to hire and instruct new lawyer.

Reasons for Withdrawal

What constitutes a good reason to withdraw varies depending on the situation. Although not an exhaustive list, here are some examples of reasons a lawyer can withdraw from a legal matter:

- There has been a serious loss of confidence between the lawyer and the client;
- If, after reasonable notice, the client fails to provide a retainer or funds needed for disbursements or fees;
- A client refuses to respond to a request for instructions;
- A client continues to instruct the lawyer to act contrary to professional ethics;
- The lawyer is not competent to continue to handle a matter; or
- If the client refuses to accept a reasonable settlement after having the opportunity to get a second opinion about its merits and before the next critical stage in the legal process

Withdrawal from Criminal Proceedings

There are additional aspects that must be considered if a lawyer seeks to withdraw from a criminal case. If there is sufficient time to allow the client to hire another lawyer, a lawyer may withdraw.

Withdrawals should occur at appropriate times in the proceedings, ensuring the court, opposing parties, and other affected persons receive proper notice.

How the lawyer withdrew

When a lawyer withdraws, the lawyer must try to minimize expense and avoid harm to the client. The lawyer must do all that can reasonably be done to transfer the matter to the successor lawyer. This includes notifying the client and any involved parties and providing all relevant information in connection with the case or legal matter.

Confidential information

If a lawyer withdraws because of something the client said or did, that is confidential information and unless the client consents, or is permitted by law, the lawyer must not disclose the reasons for withdrawing to another party.

Contingency Fee Agreements

Special circumstances apply when the retainer is pursuant to a **contingency fee agreement**. A contingency fee agreement is a type of payment arrangement between a client and a lawyer where the lawyer only gets paid if they win the case or obtain settlement. In such circumstances, the lawyer has implicitly taken on the risk of not being paid if the lawsuit is unsuccessful.

A lawyer cannot withdraw from representation of a client under a contingency fee agreement unless they are let go by the client, the client continues to instruct the lawyer to act against professional ethics, or the lawyer is not competent to continue to handle a matter.

What you should do

If your lawyer withdraws for good cause and with reasonable notice, you should seek a replacement lawyer so that there is no gap in your representation. This is especially important if you are involved in ongoing litigation as it will allow your new lawyer to get up to speed on your matter.

If you believe your lawyer did not withdraw for good cause and on reasonable notice you can contact us with your concerns.

We cannot force a lawyer to stay on a file nor can we provide you with a new lawyer.

Further Information

Rules 3.6-2 and 3.7-1, *Code of Professional Conduct for BC*