

# CLIENT FILE MANAGEMENT REGULATION



**icccrc**  
IMMIGRATION CONSULTANTS OF  
CANADA REGULATORY COUNCIL  
**crcic**  
CONSEIL DE RÉGLEMENTATION DES  
CONSULTANTS EN IMMIGRATION DU CANADA

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## 1. AUTHORITY

1.1 This Regulation is enacted pursuant to section 3.1 of the By-law.

## 2. PURPOSE

2.1 The purpose of managing Client Files is to ensure that a Licensee manages Client matters in an effective and timely manner. In addition, maintaining Client Files helps ensure Client Property is kept safe and distinguished from Licensee's Property.

## 3. DEFINITIONS

3.1 In this Regulation, capitalized terms, unless otherwise defined herein, have the same meaning as they do in the By-law.

3.2 In this Regulation:

- (a) **"Active File"** means a Client File that is not completed and closed, pursuant to section 7.1 of this Regulation [*dossier actif*];
- (b) **"Actual File Destruction Date"** means the date a Client File is destroyed [*date réelle de destruction du dossier*];
- (c) **"Authorized Representative"** means an individual who can offer immigration/citizenship advice and/or service for a fee or other consideration. An Authorized Representative includes a member in good standing with a Canadian provincial or territorial law society (including paralegals within their authorized scope of practice) or with the Chambre des notaires du Québec or an RCIC [*représentant autorisé*];
- (d) **"Client"** means a person or Entity whose interests the Licensee undertakes to represent, for a fee or other consideration, or *pro bono*, regarding a proceeding or application, or potential proceeding or application, under the *Immigration and Refugee Protection Act* (IRPA) or the *Citizenship Act* [*client*];
- (e) **"Client File"** means the physical paper folder containing the physical documents and/or the electronic folder or directory containing the electronic files, data or information related to the Initial Consultation Agreement and/or the Retainer Agreement for a particular Client (also referred to as "File" in this Regulation). A Client File contains Client Records, Client Property and Licensee Property [*dossier client*];
- (f) **"Client Property"** means original documents and documents prepared for the Client's benefit which the Licensee has been retained by the Client to prepare. Client Property includes, but is not limited to, all original documentation belonging to the Client; all documents, information, and data provided to the Licensee, or to the Licensee's Agent, by the Client, or their Designate, prior to or after the signing of the Retainer Agreement; the Retainer Agreement; the Initial Consultation Agreement; documents produced by the government or any other third party (e.g. letters) in connection with the Retainer Agreement; and all documents or other property the Licensee was retained to prepare in

- connection with the Retainer Agreement [*biens du client*];
- (g) **“Client Records”** means documents that provide evidence of activities performed, events occurred, results achieved, or statements made as a result of the Initial Consultation Agreement and/or the Retainer Agreement [*documents du client*];
- (h) **“Closed File”** means a Client File that is completed, pursuant to section 7.1 of this Regulation [*dossier clos*];
- (i) **“Designate”** means an individual who has been given authority, in writing, by the Client to act on their behalf in dealings with the Licensee. The Client shall specify what duties are being conferred to the Designate and the duration of the authority. A Designate shall not be compensated by the Client or the Licensee, for acting in the capacity as Designate [*représentant désigné*];
- (j) **“Entity”** means a company, business, corporation, partnership, institution, or any other organization that has a separately identifiable existence and which is distinguished from individuals [*entité*];
- (k) **“File Closing Date”** means the date a Client File is completed, pursuant to section 7.1 of this Regulation [*date de fermeture du dossier*];
- (l) **“Initial Consultation Agreement”** means a Client assessment and/or advice service agreement between a Licensee and their Client, or the Client’s Designate, which provides a written record of the purpose, fee, and date of said advice, and which is signed by both parties. A written Initial Consultation Agreement is only required when a consultation is given for a fee paid by the Client in advance [*contrat de consultation initiale*];
- (m) **“Joint Retainer Agreement”** means a Retainer Agreement where more than one Licensee is identified and/or where more than one Client is identified [*contrat de service professionnel conjoint*];
- (n) **“Licensee”** means an RCIC of the Council [*titulaire de permis*];
- (o) **“Licensee Property”** means the documents a Licensee has prepared for their own benefit. A Licensee shall keep such documents as part of the Client File (e.g. original correspondence from the Client, or their Designate; instructions from the Client, or their Designate; copies of correspondence sent to the Client, or their Designate; working notes and summaries; inter-office memoranda; time entries and logs; Client Account records; notes and other documents prepared for the Licensee’s own benefit or protection, all documents or other property the Licensee was retained to prepare in connection with the Retainer Agreement, etc.) [*biens du titulaire de permis*];
- (p) **“Projected File Destruction Date”** means the established date upon which the Client File may be destroyed [*date prévue de destruction du dossier*];

- (q) “*Pro bono*” means immigration or citizenship service or advice that is donated to or free for the Client [*bénévole*];
- (r) “**Retainer Agreement**” means the contract between the Licensee and the Client that sets out the terms of the business arrangement between them [*contrat de service professionnel*].

#### 4. **EXPECTATIONS**

- 4.1 A Licensee engaged in *Pro bono* service shall comply with this Regulation.
- 4.2 Every Licensee shall maintain accurate and up-to-date Client Records for each Client with whom the Licensee has signed an Initial Consultation Agreement and/or Retainer Agreement.
- 4.3 A Licensee performing any function on a Retainer Agreement signed by another Authorized Representative shall independently maintain accurate and up-to-date Client Records on the matter or contribute to the Authorized Representative’s shared Client File.
- 4.4 A Licensee shall employ a clear and coherent system to:
  - (a) Open and maintain Active Files;
  - (b) Label and identify Client Property;
  - (c) Store and easily retrieve Active Files and Closed Files;
  - (d) Place Client Property in safekeeping; and
  - (e) Close, retain, destroy, and dispose of Closed Files.

#### 5. **OPENING AND MAINTAINING A CLIENT FILE**

- 5.1 A Licensee shall open a File at the time of signing the Retainer Agreement with the Client.
- 5.2 A Licensee shall maintain a Client File that contains at a minimum:
  - (a) A copy of the Retainer Agreement and a copy of all other relevant agreements, such as but not limited to the Initial Consultation Agreement, and any Joint Retainer Agreement;
  - (b) Copies of all supporting documents to the immigration application (e.g. police clearance, marriage certificate, academic transcripts, certified translation of documents, etc.);
  - (c) Copies of correspondence between/about the Client, or their Designate, and the Licensee;
  - (d) Copies of Client Property;
  - (e) Copies of billing documents (e.g. invoices, receipts, etc.);

- (f) A copy of the Client's written authorization of Designate, where applicable;
- (g) Copies of draft documents; and
- (h) Copies of immigration/citizenship applications or submissions on behalf of a Client.

5.3 A Licensee shall ensure each File has a record (paper or electronic) that includes:

- (a) A brief description of all Client Property, other than money (which is accounted for through the Detailed Client Account Reconciliation Statement and Client List);
- (b) The date the Client Property was received by the Licensee and the date the Client Property was returned to the Client, or their Designate; and
- (c) Acknowledgement (e.g. signature, e-mail, etc.) by the Client, or their Designate, that the returned Client Property was received by the Client or their Designate. Where acknowledgement is not received by the Licensee from the Client the Licensee shall document all efforts made to meet this requirement.

5.4 A Licensee shall store Active Files separately from Closed Files.

## **6. STORING CLIENT RECORDS**

- 6.1 Client Records shall be stored in a physically secure manner to maintain Client confidentiality and to protect against damage or loss.
- 6.2 A Licensee who has an Agent shall ensure the Agent provides them with the Client Records within the timeframe specified in the Agent Agreement.

## **7. CLOSING A CLIENT FILE**

7.1 A Licensee shall only close a File and consider the File complete when:

- (a) All outstanding fees or refunds have been settled between the Licensee and the Client, or their Designate;
- (b) The Client Property has been returned to the Client, or their Designate; and
- (c) The Client, or their Designate, has been notified in writing that the Retainer Agreement has been terminated and that all documents and property belonging to the Client has been returned to the Client, or their Designate.

7.2 A Client File shall be retained in a secure and accessible location for a minimum of six (6) years after the File has been closed.

7.3 A Licensee shall maintain a list of Closed Files including the date that the File was closed.

- 7.4 Upon closing the Client File, a Licensee shall establish a Projected File Destruction Date and record this date in the File.

## **8. STORING AND RETURNING CLIENT PROPERTY**

- 8.1 A Licensee shall keep Client Property that is in a Licensee's possession in connection with a File distinguishable from the Licensee's own property.
- 8.2 A Licensee shall, upon request, account for Client Property within fourteen (14) calendar days and deliver it to the Client, or their Designate, within thirty (30) calendar days. In situations where the timeframe is deemed unreasonable, the Licensee shall negotiate a reasonable timeframe with the Client, or their Designate.
- 8.3 A Licensee shall return Client Property to the Client, or their Designate, in a secure and confidential manner after the Retainer Agreement has been terminated.

## **9. TRANSFERRING A CLIENT FILE**

- 9.1 In the event of withdrawal of service or representation, a Licensee shall return to the Client, or their Designate, all Client Property and co-operate with the successor, pursuant to the Code of Professional Conduct.

## **10. DESTROYING CLIENT FILES**

- 10.1 A Licensee shall maintain a record of destroyed files. When destroying the File, a Licensee shall record at a minimum:
- (a) The Client's name and address;
  - (b) A brief description of the service provided;
  - (c) The File Closing Date; and
  - (d) The Actual File Destruction Date.
- 10.2 Further to section 7.2 of this Regulation, when destroying a Client File, a Licensee shall ensure that the Client's confidentiality is maintained.

## **11. CONFIDENTIALITY**

- 11.1 Pursuant to the Code of Professional Conduct, a Licensee shall ensure that Client confidentiality is maintained at all times.
- 11.2 A Licensee shall ensure that the Client's personal information and documentation are protected.



**12. PENALTY FOR BREACH OF REGULATION**

12.1 A Licensee who breaches this Regulation shall be subject to the following penalties:

- (a) For a first offence, a written warning with direction to correct deficiency within thirty (30) calendar days.
- (b) For a second or subsequent offence, \$100 per incident.
- (c) Failure to correct deficiencies within thirty (30) calendar days or pay fines is subject to suspension and ultimately revocation.