

(2) An entity service provider, or a person who is in a position to influence a decision of the entity service provider, shall avoid any conflict of interest or potential conflict of interest and the appearance of a conflict of interest in providing the entity services set out in and using the funds provided under its service agreement.

(3) Promptly after a circumstance arises or an event occurs that a reasonable person would view as creating a conflict of interest, or as having the appearance of a conflict of interest, but only if the entity service provider is unable to resolve the conflict or appearance of conflict, the entity service provider shall

- (a) provide the Corporation with a written report that includes the details of the circumstance or event; and
- (b) comply with the directions of the Corporation in relation to the conflict or appearance of conflict promptly after receiving them.

Records

93 (1) An entity service provider shall create and maintain financial records in accordance with Canadian accounting standards, except as otherwise directed by the Corporation.

(2) An entity service provider shall create and maintain the following records for a period of seven calendar years after the end of a service agreement:

- (a) deposits to the deposit accounts referred to in subsections 87 (2) and (3) and 88 (2) of funds provided by the Corporation;
- (b) deposits of funds to the deposit account referred to in subsection 88 (2) of amounts referred to in subsection 88 (3);
- (c) expenditures of funds provided by the Corporation from the deposit accounts referred to in subsections 87 (2) and 88 (2) and of amounts deposited under subsection 88 (3);
- (d) transfers of funds provided by the Corporation from the deposit account referred to in subsection 87 (3);
- (e) non-financial records that relate to the use of the funds and the entity services that were provided.

Reports

94 (1) An entity service provider shall submit the following reports to the Corporation:

- (a) the reports required under its service agreement, at the times and in the form and manner specified in the agreement;
- (b) the reports required under subsection (3), at the times and in the form and manner specified in the notice delivered under that subsection.

(2) An entity service provider shall deliver a written notice to the Corporation promptly after it becomes aware of a potential or actual year-end deficit or unfunded liability in relation to its service agreement, unless the Corporation directs otherwise.

(3) The Corporation may require reports from an entity service provider by delivering a written notice that specifies the information required, its required form and manner and the date on or before which it must be submitted.

(4) An entity service provider shall complete a report required under its service agreement or these Rules to the satisfaction of the Corporation.

(5) A report that is required under a service agreement or these Rules must be signed by an officer of the entity service provider who is authorized to sign reports on its behalf.

Remedial measures

95 (1) In this section, “default” means any of the following circumstances or events:

- (a) the Corporation is of the opinion that the entity service provider is failing or has failed to comply with a provision of the Act, these Rules or its service agreement, including, without limitation, if the entity service provider either
 - (i) no longer meets the applicable requirements under section 83, or
 - (ii) fails to provide entity services, use the funds provided by the Corporation or provide reports, in accordance with the Act, these Rules or the agreement;
- (b) the entity service provider makes an assignment, proposal, compromise or arrangement for the benefit of creditors;
- (c) a creditor of the entity service provider makes an application for
 - (i) a bankruptcy order against the entity service provider, or
 - (ii) the appointment of a receiver;
- (d) the entity service provider ceases to carry on business in Ontario;
- (e) the Corporation is of the opinion that the entity service provider is in breach of any other agreement between the Corporation and the entity service provider. (“défaut”)

(2) If a default has occurred or is occurring, the Corporation shall promptly deliver written notice to the entity service provider that

- (a) specifies the default;
- (b) requires the entity service provider to provide the Corporation with the reasons for the default;
- (c) proposes remedial measures to remedy the default;
- (d) specifies the date on or before which the entity service provider shall provide the reasons or take remedial measures; and
- (e) advises the entity service provider of the actions that the Corporation may take under subsection (4) if the entity service provider does not provide reasons or take remedial measures within the specified time.

(3) On request of the entity service provider, the Corporation may specify a later date for the purpose of clause (2) (d) if the Corporation is of the opinion that the default cannot be remedied, or the remedial measures cannot be taken, within the time specified in the notice.

(4) If an entity service provider does not provide reasons for the default or take remedial measures within the time specified in the notice or under subsection (3), the Corporation may take one or more of the following actions that the Corporation considers is proportionate to the default:

- (a) require that the entity service provider take any actions that the Corporation considers to be necessary to ensure that the entity service provider performs its obligations under the service agreement in accordance with its terms and conditions, the Act and these Rules;
- (b) suspend or reduce the provision of funds under the agreement for a period specified by the Corporation;

- (c) demand repayment of
 - (i) any amount of the funds paid under the agreement that remains in possession or under the control of the entity service provider,
 - (ii) an amount equal to the amount of the funds the Corporation reasonably believes were used in a manner contrary to the agreement, and
 - (iii) an amount equal to the funds paid to the entity service provider under the agreement;
 - (d) terminate the agreement, on notice, without the Corporation incurring further liability under the agreement, a penalty or other costs to the Corporation.
- (5) Subsection 96 (5) applies to a termination under clause (4) (d).
- (6) A decision of the Corporation to terminate the service agreement of a community legal clinic, an Indigenous legal services organization or a student legal services organization under clause (4) (d) is reviewable in accordance with Division 2 on either of the following grounds:
- (a) the entity service provider has new and relevant information that was not available at the time of the decision;
 - (b) the entity service provider believes that the decision was based on a factual error.

Termination of service agreement

96 (1) A service agreement terminates at the end of the term specified in it unless it is terminated earlier under section 95 or this section.

- (2) The Corporation may terminate a service agreement without incurring further liability under it, a penalty or other costs if
- (a) there is a change in the Corporation's priorities established under clause 17 (1) (b) of the Act that may affect or may reasonably be expected to affect the Corporation's ability to meet its obligations under the agreement; or
 - (b) circumstances arise that, in the Corporation's opinion, may affect or may reasonably be expected to affect the Corporation's ability to meet its obligations under the agreement, including, without limitation, either of the following circumstances:
 - (i) an amendment to the Act or the regulations,
 - (ii) a change in the amount of the funding the Corporation receives.
- (3) The Corporation may terminate a service agreement of an entity service provider that is not a community legal clinic, an Indigenous legal services organization or a student legal services organization on delivery of 30 days' written notice to the entity service provider, unless otherwise specified in the service agreement.
- (4) Promptly after deciding to terminate a service agreement under subsection (2), the Corporation shall deliver notice of the termination to the entity service provider.
- (5) Termination of a service agreement under clause 95 (4) (d) or subsection (2) of this section takes effect on the date specified in the notice of termination.
- (6) A decision of the Corporation to terminate the service agreement of a community legal clinic, an Indigenous legal services organization or a student legal services organization under subsection (2) is reviewable in accordance with Division 2 on either of the following grounds:
- (a) the entity service provider has new and relevant information that was not available at the time of the decision;
 - (b) the entity service provider believes that the decision was based on a factual error.

Consequences of termination of service agreement

97 (1) If a service agreement is terminated by the Corporation, the Corporation may determine the estimated costs of winding down the provision of the entity services.

(2) If the estimated costs are less than the amount of the funds that were paid to the entity service provider that remain in its possession or under its control, the Corporation may direct the entity service provider to use those remaining funds, up to the estimated amount determined under subsection (1), to wind down the provision of the entity services.

(3) If the estimated costs exceed the amount of the funds that were paid to the entity service provider that remain in its possession or under its control, the Corporation may provide further funds to the entity service provider, up to the estimated amount determined under subsection (1), to wind down the provision of the entity services.

At end of service agreement

98 After the termination of a service agreement, the entity service provider shall, on receipt of a written demand from the Corporation and on or before the date specified in the demand, take the following actions:

- (a) pay to the Corporation an amount equal to the funds that were paid to the entity service provider under the agreement that remain in its possession or under its control at the termination of the agreement, less any amount that the Corporation authorizes the entity service provider to retain under subsection 97 (2);
- (b) transfer and deliver to the Corporation, or to another entity service provider on the direction of the Corporation, any records that relate to a legally aided client of the entity service provider;
- (c) provide the Corporation with a report that details the status of any outstanding entity services that remain to be provided under the agreement.

Overpayments

99 (1) The Corporation may

- (a) determine that it paid funds to an entity service provider in excess of the amount required under the service agreement; and
- (b) determine the amount of those excess funds.

(2) The Corporation shall deliver a written notice to an entity service provider of any determination under subsection (1) and include in the notice a demand for repayment of the amount of the excess funds.

Recovering debt

100 (1) An amount specified in a demand under clause 95 (4) (c) or subsection 99 (2) is a debt due to the Corporation and may be recovered by the Corporation, if not recovered by other means,

- (a) by deducting the amount from any amount payable to the entity service provider under the service agreement under which the debt was incurred or under a later service agreement; or
- (b) in a court of competent jurisdiction.

(2) An amount specified in a demand under clause 98 (a), if not recovered by other means, may be recovered by the Corporation in a court of competent jurisdiction.

Declaration under subsection 10 (6) of the Act

101 A decision of the Corporation to make a declaration under clause 10 (6) (a) of the Act or to recover an amount under clause 10 (6) (b) of the Act, in respect of an entity service provider, is reviewable in accordance with Division 2.

DIVISION 2

REVIEWS

Reviewable decisions

102 (1) A decision or determination made under this Part is final and not reviewable unless specifically provided for in this Part.

(2) The review of a decision or determination made under one of the following provisions shall be conducted by the board and shall not be delegated to a committee of the board, a board member, an officer of the Corporation or a staff member:

- (a) a funding determination under subsection 85 (1) or (5);
- (b) the termination of a service agreement under clause 95 (4) (d) or subsection 96 (2).

Notice of reviewable decisions

103 (1) The Corporation shall, in the form and manner approved by the Corporation, deliver a notice to the entity service provider entitled to the review that includes

- (a) written reasons for the decision or determination;
- (b) a notice that the decision or determination may be reviewed and information on how to request a review; and
- (c) an active offer of a review in French.

(2) With respect to the Corporation's disclosure of information or documents,

- (a) the notice and any materials that are included with the notice constitute the written record of the decision; and
- (b) the Corporation is not required to disclose any information or documents that were previously provided to the entity service provider or that are not relevant to the review.

Review in writing only

104 A review shall be conducted in writing only and there shall be no oral hearing.

Review process

105 (1) A request for the review of a decision or determination under this Part must be submitted to the Corporation in the form and manner specified by the Corporation within 20 days after the date on which notice of the decision or determination is delivered.

(2) The request must include all of the following information and documents:

- (a) the name and contact information of the entity service provider requesting the review;
- (b) a copy of the reasons for the decision or determination;
- (c) written submissions that set out the grounds on which the entity service provider is disputing the decision, which must not be more than 20 pages and be in the form specified by the Corporation;

- (d) any other information and documents that support the written submissions.
- (3) On the written request of the entity service provider, the Corporation may extend any deadline under this section.
- (4) If the entity service provider does not make the request for the review within the time referred to in subsection (1) or as extended under subsection (3), the decision or determination under review is final without further reasons.
- (5) The Corporation may deliver notice to the entity service provider requiring the entity service provider to provide, on or before the date specified in the notice, any additional information and documents that the Corporation considers necessary for conducting the review.
- (6) The Corporation may draw an adverse inference if the entity service provider does not provide the information or documents required under subsection (5) within the time specified under that subsection or as extended under subsection (3).
- (7) For the purposes of the review, the Corporation may consider the following information and documents:
 - (a) the written submissions, information and documents submitted by the entity service provider;
 - (b) any other relevant information or documents.
- (8) The Corporation may
 - (a) determine that the request for review does not disclose grounds for review and dismiss the review; or
 - (b) confirm, vary or revoke the original decision or determination.
- (9) A copy of every decision on a review conducted under this Part, other than a review of a decision or determination referred to in subsection 102 (2), shall be delivered to the board.

DIVISION 3

TRANSITIONAL PROVISIONS

Definitions

106 In this Division,

“cancelled agreement” means an agreement or memorandum of understanding that was cancelled under subsection 72.3 (5) of the former Act; (“entente annulée”)

“continuing entity” means the following entities that provide legal aid services under a continuing service agreement:

- (a) Aboriginal Legal Services Inc.,
- (b) Grand Council Treaty #3 Representative Services Inc.,
- (c) Nishnawbe-Aski Legal Services Corporation,
- (d) Nookiiwin Tribal Council,
- (e) Ontario Federation of Indigenous Friendship Centres,
- (f) University of Toronto Faculty of Law on behalf of Pro Bono Students Canada,
- (g) Six Nations Elected Council,

- (h) Sykes Assistance Services Corporation,
- (i) TAIBU Community Health Centre; (“entité active”)

“continuing service agreement” means an agreement between the Corporation and a continuing entity that was entered into under the former Act for the provision of legal aid services and that was in effect immediately before the former Act was repealed; (“entente de services continue”)

“effective date” means the date on which the Act comes into force; (“date d’effet”)

“former Act” means the *Legal Aid Services Act, 1998*, as it read immediately before its repeal; (“loi antérieure”)

“interim agreement” means an agreement between the Corporation and a transitional entity that was entered into before the effective date to replace a cancelled agreement and that expires on the effective date; (“entente provisoire”)

“transitional period”, in respect of a continuing entity and a continuing service agreement, means the period that begins on the effective date and ends on the earlier of

- (a) in the case of an entity
 - (i) that is set out in any clause of the definition “continuing entity” other than clause (h), March 31, 2022, or
 - (ii) that is set out in clause (h) of that definition, June 30, 2023, and
- (b) the date on which the Corporation terminates an agreement in accordance with the terms and conditions of the agreement; (“période transitoire”)

“transitional entity” means a clinic or a student legal aid services society that provided legal aid services under an interim agreement. (“entité transitoire”)

Continuing entities and continuing service agreements

107 (1) Divisions 1 and 2 of this Part do not apply during the transitional period to a continuing service agreement or to a continuing entity for the purposes of its continuing service agreement.

(2) The guidelines, standards, policies, procedures and directives of the Corporation that applied to a continuing entity or continuing service agreement under the former Act continue to apply in the same way during the transitional period.

New service agreements with continuing entities

108 (1) The Corporation may enter into a new service agreement with a continuing entity in accordance with section 81 on the expiry or termination of the continuing service agreement as if that entity were an entity service provider as defined in section 75 whose service agreement is expiring.

(2) Before entering into the new service agreement under subsection (1), the Corporation shall be satisfied that the continuing entity was in compliance with the terms and conditions of its continuing service agreement at all times up to and including on the last day of the transitional period.

(3) For the purposes of entering into the new service agreement,

- (a) clauses 81 (1) (a) and (b) shall be read as “at least 60 days before the term expires” in all cases;

- (b) the service proposal required by subsection 81 (2) shall be in respect of the first fiscal year of the term of the new agreement; and
- (c) if the Corporation paid any amount to the continuing entity under the continuing service agreement in respect of a period after the transitional period, that amount is deemed to be part of the amount of funds determined under subsection 85 (1) to be paid under the new service agreement for the first fiscal year of the term of the agreement.

Service agreements with transitional entities

109 (1) The Corporation may enter into a service agreement with a transitional entity in accordance with section 81 on the effective date as if that entity were an entity service provider as defined in section 75 whose service agreement is expiring.

(2) Before entering into the service agreement under subsection (1), the Corporation shall be satisfied that the transitional entity was in compliance with the terms and conditions of the interim agreement at all times up to and including on the effective date.

- (3) For the purposes of entering into the service agreement,
 - (a) subsection 79 (3) does not apply to the service agreement, the term of which shall begin on the effective date and end on
 - (i) March 31, 2025 if the Corporation determines under subsection 78 (3) that a low level of risk exists in relation to the transitional entity, and
 - (ii) March 31, 2023 if the Corporation determines under subsection 78 (3) that a high level of risk exists in relation to the transitional entity;
 - (b) the Corporation need not send a notice under subsection 81 (1);
 - (c) the transitional entity need not provide the Corporation with the service proposal required by subsection 81 (2) in respect of the first fiscal year of the term of the agreement; and
 - (d) if the Corporation paid any amount to the transitional entity under the interim agreement in respect of a period after the effective date, that amount is deemed to be part of the amount of funds determined under subsection 85 (1) to be paid under the service agreement for the first fiscal year of the term of the agreement.

PART 5

RECOVERY OF COSTS OF PROVIDING LEGAL AID SERVICES

Definitions

110 In this Part,

“court costs”, in relation to a proceeding, mean amounts for fees and disbursements

- (a) ordered by the court or a tribunal under the governing legislation for the proceeding,
- (b) ordered by the court in the exercise of the court’s inherent jurisdiction, or
- (c) settled by agreement of the parties; (“frais judiciaires”)

“recoverable amount”, in relation to a legally aided client, means the applicable amount recoverable under subsection 111 (2) or (3) in respect of legal aid services provided to the legally aided client. (“montant recouvrable”)

RECOVERABLE AMOUNT AND RESPONSIBILITY FOR RECOVERING

Amount to be recovered by Corporation

111 (1) In this section,

“cost of providing the services” means

- (a) in relation to legal aid services provided by a roster member, the amount payable by the Corporation to the roster member for fees and disbursements for providing those services;
- (b) in relation to legal aid services provided by a staff member, the amount that would be payable by the Corporation to the staff member for fees and disbursements for providing those services if the staff member were a roster member; and
- (c) in relation to legal aid services provided by an entity service provider, the amount determined by the Corporation to be the portion of the funding provided to the entity service provider that is attributable to those legal aid services; (“coût de la prestation des services”)

“entity service provider” has the same meaning as in section 75. (“entité fournisseur de services”)

(2) If a legally aided client or a person responsible for the legally aided client is liable under a contribution agreement in respect of a matter, the amount the Corporation is entitled to recover for legal aid services provided to the legally aided client in respect of the matter is the lesser of the following amounts:

- (a) the maximum amount to be paid under the contribution agreement as determined under clause 13 (4) (a);
- (b) the sum of
 - (i) the actual cost of providing the services,
 - (ii) 10% of the amount referred to in subclause (i), and
 - (iii) interest, calculated in accordance with subsection 13 (9).

(3) The amount the Corporation is entitled to recover under section 13 of the Act for legal aid services provided to the legally aided client in respect of a matter is the sum of the following amounts, minus any amounts already paid under subsection (2):

- (a) the actual cost of providing the services; and
- (b) 10% of the amount referred to in clause (a).

Responsibility for recovering recoverable amount

112 (1) It is the responsibility of a service provider for a legally aided client to take all reasonable steps to collect the recoverable amount in relation to the client.

(2) On receiving an amount payable to a legally aided client, including, without limitation, an amount as court costs, in payment of a judgment, order or settlement or under an irrevocable assignment, the service provider shall immediately notify the Corporation of the amount received and take the steps instructed by the Corporation.

Recovering amounts under contribution agreement

113 (1) If a legally aided client has been released from custody or detention with a deposit of money and the deposit is referred to in a contribution agreement respecting the client, the service provider acting for the client in the matter shall

- (a) on request of the Corporation, obtain from the person who made the deposit an irrevocable assignment in writing, in the form and manner specified by the Corporation, of an amount equal to the amount of the deposit that does not exceed the recoverable amount in relation to that client;
- (b) on the direction of the Corporation, file the assignment with the court in which the proceeding is being heard; and
- (c) at the conclusion of the proceeding, apply promptly to the Corporation, in the form and manner specified by the Corporation, for directions in respect of the deposit and take the steps directed.

(2) If a peace officer seized an amount of money from a legally aided client in connection with a matter in respect of which legal aid services are provided, and the seized amount is referred to in a contribution agreement respecting the client, the service provider for the client shall

- (a) on request of the Corporation, obtain from the client an irrevocable assignment in writing, in the form specified by the Corporation, of the portion of the seized amount that does not exceed the recoverable amount in relation to that client;
- (b) on the direction of the Corporation, file the assignment with the police force holding the money and submit a copy of the assignment to the Corporation; and
- (c) at the conclusion of the proceeding, if the seized money is not forfeited to the Crown, apply promptly to the Corporation, in the form and manner specified by the Corporation, for directions to apply to the court for an order under subsection 491.1 (2) of the *Criminal Code* (Canada) in respect of that money.

Recovering amounts under section 13 of the Act

114 (1) A service provider for a legally aided client who becomes entitled to recover money or other property in a proceeding shall protect the Corporation's interests in the money or property by taking the applicable steps under this section.

(2) In a proceeding in which a legally aided client is entitled to recover money or other property, the service provider shall

- (a) obtain from the client

- (i) in respect of money, a written direction to pay the money to the service provider in trust or to the Corporation, and
- (ii) in respect of other property, a written acknowledgement, in a form approved by the Corporation, of the Corporation's interest in the other property; and
- (b) deliver to the person from whom the money or other property is recoverable and that person's lawyer, if any, a notice that states
 - (i) that the Corporation has a charge against the money or other property under section 13 of the Act, and
 - (ii) that the money must not be paid, nor the property released or transferred, to the client until the charge has been discharged.
- (3) In a proceeding before a tribunal, unless the governing legislation of the tribunal prohibits the charging of money and property awarded by the tribunal, the service provider for a legally aided client shall, at any time before the money or property awarded is paid to the client, deliver to the tribunal a notice that states
 - (a) that the service provider's client is receiving or has received legal aid services in relation to the proceeding; and
 - (b) that the Corporation has a charge under section 13 of the Act on any money or property recovered by the client.

RECOVERING COURT COSTS

Orders and settlements in respect of court costs

115 (1) Unless a service provider receives instruction in writing from the Corporation to dispense with court costs in respect of the proceeding, the service provider shall

- (a) apply to the court or tribunal in accordance with the governing legislation for an order for court costs; or
 - (b) attempt to reach a settlement respecting court costs in an amount based on the service provider's private retainer rate.
- (2) If the parties are unable to reach a settlement for court costs in the amount referred to in clause (1) (b), the service provider shall apply to the Corporation, in the form and manner specified by the Corporation, for instructions respecting court costs.
- (3) If the service provider prepares a bill of costs, the service provider shall prepare the bill of costs using the service provider's private retainer rate.
- (4) If an order or settlement for court costs is obtained for a legally aided client, the service provider shall
- (a) immediately notify the Corporation of the terms of the order or settlement; and
 - (b) provide the Corporation with a copy of the order or settlement and any other information or document the Corporation specifies in relation to the order or settlement.

Orders for court costs in relation to support

116 A service provider acting for a legally aided client in a proceeding that involves issues of child or spousal support and other issues shall request that, in any order for court costs, the court apportion the amount of the court costs between the support issues and the other issues.

PART 7
COMING INTO FORCE

Coming into force of Rules

123 These Rules come into force on the day on which the Act comes into force.

SCHEDULE 1
(Section 28)
LEGAL AID SERVICES STANDARDS

Purpose

1 The purpose of the *Legal Aid Services Standards* is to ensure that the legal aid services that roster members provide

- (a) are client-focused, of high quality and efficient;
- (b) deliver value for money spent; and
- (c) are appropriate to the circumstances of legally aided clients.

Communicating with clients

2 In providing legal aid services, and as applicable before providing them, roster members shall explain to the legally aided clients their rights, responsibilities and options, including all of the following:

- (a) the laws that apply to the proceedings for which the legal aid services are being provided;
- (b) the potential impacts of any decisions that the client may be required to make, including ensuring that the client is not unduly pressured into making any decision;
- (c) the client's legal rights with respect to the proceedings for which the legal aid services are being provided;
- (d) any court or tribunal processes that apply in relation to the legal aid services being provided;
- (e) the required steps in relation to any proceedings for which the legal aid services are being provided;
- (f) the range of possible outcomes of the client's matter and how long it may take to resolve the matter.

Providing legal aid services

3 (1) In providing legal aid services to a legally aided client, roster members shall

- (a) treat each client with dignity and respect, including by providing any necessary accommodation for clients with disabilities;
- (b) be aware of the needs and requirements specific to each client;
- (c) conduct themselves in a professional manner;
- (d) meet all of their obligations to the Corporation, their clients and the Law Society of Ontario;

- (e) ensure that client information is always kept confidential; and
 - (f) maintain current their knowledge on the provision of legal aid services, including billing practices and procedures.
- (2) In acting for a legally aided client on a matter, roster members shall
- (a) maintain the competence necessary to provide the legal aid services in the relevant areas of law;
 - (b) maintain current their knowledge of relevant jurisprudence and legislation;
 - (c) provide the client with the roster member's current contact information and any alternate contact information;
 - (d) thoroughly review the client's matter and specific legal issues;
 - (e) take all reasonable steps to protect the client's interests and to advance the client's legal position;
 - (f) keep the client informed on the progress of the client's matter and respond to the client's concerns in a timely manner;
 - (g) advise the client in advance when and why the client is required to attend court or a tribunal proceeding;
 - (h) prepare the client for court or tribunal appearances;
 - (i) appear for court or tribunal dates when expected or required to do so on the client's matter and, if unable to attend,
 - (i) ensure that an agent attends in the roster member's place,
 - (ii) ensure that the agent is a roster member who is qualified, prepared and authorized to provide the legal aid services required, and
 - (iii) advise the client that an agent is attending instead of the roster member;
 - (j) continue to provide the legal aid services to the client until the matter is completed.
- (3) In providing legal aid services to a legally aided client, roster members shall not do any of the following:
- (a) undertake a proceeding other than to advance the client's interests, including in a manner that is unreasonable, inappropriate, unreasonably prolonged or vexatious;
 - (b) represent the client in a matter if the roster member does not have sufficient knowledge, experience or skill to handle the matter or the time to devote to the matter;
 - (c) unnecessarily delay the progress of a client's matter;
 - (d) act in a manner that is contrary to the client's interests;
 - (e) remove themselves from the record without prior notification to the Corporation.

Evaluation of legal aid services provided

- 4** (1) The Corporation may evaluate the quality of legal aid services provided by a roster member.
- (2) In making an evaluation under subsection (1), the Corporation may take any relevant information into account and consider any relevant factor, including the following:
- (a) the roster member's record of compliance with the Corporation's rules, procedures, billing and account submission rules or administrative requirements;

- (b) information about the roster member’s conduct towards legally aided clients, including as evidenced by the results of any client satisfaction surveys and reviews;
- (c) any decision or documents from a court or tribunal;
- (d) information received from other lawyers (whether or not they are a roster member), from their legally aided clients and from judges.

SCHEDULE 2

(Section 60)

FEEES AND DISBURSEMENTS

Schedule 2 amendment history: Rule 2022/1, s.4; Rule 2023/2; Rule 2023/4;

PART A

GENERAL APPLICATION

Application

1 (1) This Part and Parts C and E apply to the payment of fees and disbursements for legal aid services referred to in Parts B and D payable to roster members, law clerks, articling students and investigators in the employ of the roster member.

(2) A roster member who provides duty counsel services is only entitled to payment for services provided when scheduled.

Hourly rates

2 (1) Table 1 sets out the hourly rates payable for legal aid services provided by roster members, law clerks, articling students and investigators in the employ of the roster member.

Table 1

Hourly Rates for Roster Members, Law Clerks, Articling Students and Investigators

Areas other than Northern Areas			
Description	Hourly rate for legal aid services (Effective October 16, 2023)	Hourly rate for legal aid services (Effective April 1, 2024)	Hourly rate for legal aid services (Effective April 1, 2025)
Tier 1	\$114.60	\$120.33	\$126.35
Tier 2	\$128.93	\$135.37	\$142.14
Tier 3	\$143.25	\$150.41	\$157.94
Complex case rate	\$169.10	\$177.56	\$186.44

Law clerks and investigators in the employ of the roster member	\$33.99	\$35.69	\$37.48
Articling students	\$67.98	\$71.38	\$74.95
Northern Areas			
Tier 1	\$126.06	\$132.36	\$138.99
Tier 2	\$141.82	\$148.91	\$156.36
Tier 3	\$157.58	\$165.45	\$173.73
Complex case rate	\$186.01	\$195.31	\$205.08
Law clerks and investigators in the employ of the roster member	\$33.99	\$35.69	\$37.47
Articling students	\$74.78	\$78.52	\$82.45

(2) The hourly rates that are payable to a roster member for legal aid services provided by them under a certificate are determined in the following way:

- (a) the hourly rates are those that are in effect on the date on which the certificate is issued; and
- (b) the roster member is to be paid according to the tier that applies to them at the time the service is provided.

(3) A roster member who provides duty counsel services is paid at the hourly rate according to the tier that applies to them at the time the service is provided.

(4) A roster member who provides advice lawyer services is paid at the hourly rate according to the tier that applies to them at the time the service is provided, to a maximum of two hours.

(5) A law clerk or investigator in the employ of a roster member providing certificate services is paid at the hourly rate that applies to them on the date on which the roster member's certificate is issued.

(6) An articling student under the supervision of a roster member providing certificate services is paid at the hourly rate that applies to them on the date on which the roster member's certificate is issued.

(7) The complex case rate applies with respect to complex proceedings approved by the Corporation payable to roster members who meet the qualifications and requirements specified by the Corporation.

Travel time

3 (1) Subject to subsections (2) to (4), travel time is payable for travel of more than 50 kilometres, one way, from the roster member's regular place of business

- (a) for an appearance as counsel on a contested motion, examination for discovery, settlement conference, pre-trial hearing or trial on behalf of a legally aided client; or
- (b) to interview a legally aided client or a witness.

- (2) Authorization in advance of the travel is required except for travel for any of the following:
- (a) appeals to the Court of Appeal or the Supreme Court of Canada;
 - (b) judicial review applications or appeals in the Federal Court;
 - (c) hearings before the Refugee Protection Division of the Immigration and Refugee Board.
- (3) An application for authorization for travel time must be made no later than the time referred to in subsection 46 (2) of these Rules.
- (4) Travel time is not payable for travel within the Greater Toronto Area.

Hourly rates for travel time

4 (1) The hourly rates for travel time are set out in Table 2.

(2) The hourly rates for Northern areas apply for services provided in any of the following districts:

- (a) District of Cochrane (05);
- (b) District of Kenora (15);
- (c) District of Rainy River (35);
- (d) District of Temiskaming (39); and
- (e) Communities served by Nishnawbe-Aski Nation (48).

(3) Despite any provision of this Schedule that provides for a lower amount, if the roster member is required to travel 200 km or more, one way, from their regular place of business and the place where the services are provided is not the location of a district office, the minimum total daily amount payable for services provided in a district set out in subsection (2) is the following:

- (a) \$1,241.06, effective October 16, 2023;
- (b) \$1,303.11, effective April 1, 2024;
- (c) \$1,368.27, effective April 1, 2025.

Table 2

Hourly Rates for Travel Time

Description	Rate per hour for travel time	Rate per hour for travel time, Northern Areas
Tier 1	\$43.00	\$47.30
Tier 2	\$48.38	\$53.21
Tier 3	\$53.75	\$59.13
Law clerks	\$23.00	\$23.00
Articling students	\$23.00	\$25.30

Mileage

5 When travel is authorized, mileage is paid at the rate of \$0.40 per kilometre for travel in Southern Ontario and \$0.41 for travel in Northern Ontario.

Provisions applying to Parts B and D

6 The following provisions apply to both Parts B and D:

- (a) when specifically provided for, actual time spent in attendance at a proceeding may be billed if the matter is reached, evidence is led or submissions are made other than submissions made in support of or opposing an adjournment. Attendance on adjournments, to be spoken to attendances, on trial audits or at assignment court are not attendances for the purposes of this clause;
- (b) unless otherwise provided for, attendance excludes waiting time;
- (c) all services except for actual attendance at a trial or hearing are considered preparation time;
- (d) if a roster member can readily ascertain that a maximum allowed by this Schedule is clearly inadequate with respect to a matter for which a certificate has been issued, the roster member shall promptly advise the Corporation of the details of the case and an estimate of the time and services required;
- (e) when the Corporation specifically authorizes a service not dealt with by this Schedule, the Corporation shall pay the fee set out in the authorization, and in the absence of a set fee, may allow a reasonable fee and, in determining the fee payable in respect of the matter, shall have regard to this Schedule for comparable services;
- (f) a roster member may submit an interim account only when the roster member's unbilled account balance, exclusive of disbursements, exceeds \$500, unless otherwise permitted by the Corporation in writing.

PART B

CRIMINAL MATTERS

7 (1) The following provisions apply to the determination of fees and disbursements for providing services for a criminal matter:

- (a) in general, the most serious charge authorized on the certificate and the type of proceeding determines whether the fees will be determined on the basis of an hourly rate or under a block fee;
- (b) all services authorized on the certificate must be billed on an hourly rate basis calculated in accordance with Tables 3 to 7 if
 - (i) the most serious offence is an excluded offence as set out in the List of Offences published by the Corporation on the Corporation's website,
 - (ii) the charge is set down for trial, preliminary inquiry, Not Criminally Responsible hearing or Gardiner Hearing,
 - (iii) the proceeding is an excluded proceeding described in clause (c), or
 - (iv) the certificate is exempted under clause (d);

- (c) for the purpose of subclause (b) (iii), excluded proceedings include proceedings to which the big case management and complex case rates apply, Appeals, proceedings under the *Youth Criminal Justice Act* (Canada), Dangerous Offender proceedings, Extraordinary Remedies/Prerogative Writs, Ontario Review Board hearings, Protocol Case Unit cases, Long Term Offender applications, Breach of Conditional Sentences and Extradition Proceedings;
- (d) in exceptional circumstances, the Corporation may, in accordance with subsection (2), exempt a certificate from being billed under a block fee;
- (e) except as provided in clauses (a) and (b), services provided under all other proceedings must be billed as block fees in accordance with the block fee rates set out in Table 8 that are in effect on the date on which the certificate is issued;
- (f) once a charge on a certificate that would otherwise be billed as a block fee has been set down for trial, all services provided after the date on which the trial date was set must be billed on an hourly rate basis including any ancillary matters provided for in Table 6;
- (g) if specifically provided for in Table 8, ancillary proceedings may be billed as an interim block account if the services were provided before the matter was set down for trial;
- (h) when a roster member represents an individual charged with two or more offences and for valid reasons the charges are disposed of separately such that the pleas, trials or withdrawals are heard in different courts on different days or before different judges, the roster member is entitled to bill on an hourly rate basis or under a block fee, as the case may be, for each offence or group of offences disposed of separately, if the roster member satisfies the Corporation that the course of action taken by the roster member was appropriate;
- (i) when a roster member represents an individual charged with two or more offences and the charges are disposed of together such that the pleas, trials or withdrawals are heard in the same court at approximately the same time, the roster member is entitled
 - (i) to bill once on an hourly rate basis for all offences heard together plus any additional fees that may be appropriate in accordance with section 70 of these Rules, or
 - (ii) to bill under one block fee when two or more offences that are billed under block fees are resolved together;
- (j) despite clause (i), services provided for an ancillary proceeding billed on an interim block fee account may be billed separately when a roster member represents a person charged with two or more offences and the charges are disposed of together such that the pleas, trials or withdrawals are heard in in the same court at approximately the same time;
- (k) when a roster member represents two or more individuals, and one of them is a private retainer client and another of them is represented under a certificate, the roster member shall disclose the fact of representing a private client to the Corporation and the Corporation shall prorate all disbursements and preparation time between the private client and the legally aided client;
- (l) when youth charges are withdrawn after a successful application for extrajudicial sanctions, the maximum fee payable for a guilty plea for the same type of offence applies, and includes all preparation, correspondence and communication, adjournments and remands;

- (m) fees for proceedings under the *Youth Criminal Justice Act* (Canada) and the *Young Offenders Act* (Canada) are payable at the same rate as is provided under the Act creating the offence, unless otherwise provided;
 - (n) [Revoked by Rule 2023/2, clause 5(a)]
 - (o) when a roster member's services are completed before a plea is entered or before the resolution of the matter, the applicable tariff is that which applies to a guilty plea for that offence;
 - (p) provided that the more serious offence is authorized on the certificate, if the client pleads guilty to a lesser included offence the roster member is entitled to the tariff maximum for withdrawal of the more serious offence;
 - (q) when charges are withdrawn due to the application of the Kienapple principle before the commencement of a trial, the tariff for a guilty plea applies.
- (2) For the purpose of clause (1) (d), in determining whether to exempt a certificate from being billed as a block fee, the Corporation must consider the following factors:
- (a) whether the Crown will be devoting exceptional resources to the proceeding;
 - (b) whether there will be
 - (i) an exceptional number of disclosures,
 - (ii) an exceptional number of charges,
 - (iii) the likelihood of multiple proceedings, novel facts or legal arguments, or
 - (iv) lengthy sentencing proceedings;
 - (c) any other factor that the Corporation considers relevant.

INDICTABLE 2 OFFENCES

8 For the purposes of Tables 3, 4 and 5, “contested trial” means a trial during which the Crown calls evidence to prove guilt beyond a reasonable doubt and the defence contests the Crown’s case through challenging the admissibility of evidence, cross-examination of Crown witnesses, calling defence evidence, and making submissions to the court that the Crown has failed to prove beyond a reasonable doubt that the accused is guilty of the criminal offence as charged. It includes a preliminary inquiry, a discovery, a Not Criminally Responsible hearing and a Gardiner hearing. (“procès contesté”)

9 Table 3 sets out the maximum billable hours for services provided in respect of the Indictable 2 offences set out in the List of Offences published by the Corporation on the Corporation’s website.

Table 3

Maximum Billable Hours for Indictable 2 Offences

Item	Description of services	Maximum hours allowed
1	For all services rendered in connection with a plea of guilty or withdrawal of one or more charges that occurs before the commencement of a contested trial, including but not limited to the following:	15
	(a) all preparation, pre-trial conferences with the Crown, waiting time, correspondence, communications, document preparation;	
	(b) judicial interim release hearings, variations, judicial pre-trials not otherwise provided for in Table 6;	
	(c) adjournments and remands.	
2	For all services rendered in connection with a contested trial that lasts up to 10 days	22
	When the contested trial lasts more than 10 days, an additional	5
3	Actual time spent in attendance at the proceedings described in item 1 or 2 when evidence is heard or submissions made. Time spent at court waiting to be reached on the date of the contested trial is billable as court time only if (a) the matter is reached and commences on that date, and (b) no other services are billed for the same period of time to any other client, whether legally aided or on a private retainer.	No Maximum
4	Preparation for each additional day of court attendance after the first day for a proceeding described in item 1 or 2.	4

INDICTABLE 1 OFFENCES

10 Table 4 applies to all of the following:

- (a) to Indictable 1 offences, as set out in the List of Offences published by the Corporation on the Corporation's website, when the Crown elects to proceed by way of indictment;
- (b) to sexual assault contrary to section 271 of the *Criminal Code* (Canada), is payable pursuant to Table 4 regardless of the Crown's election;
- (c) when the Crown does not make an election, the proceeding shall be paid as a summary offence in accordance with Table 5.

Table 4**Maximum Billable Hours for Indictable 1 Offences**

Item	Description of services	Maximum hours allowed
1	For all services rendered in connection with a plea of guilty or the withdrawal of one or more charges that occurs before the commencement of a contested trial, including but not limited to the following: <ul style="list-style-type: none">(a) all preparation, pre-trial conferences with the Crown, waiting time, correspondence, communications, document preparation;(b) judicial interim release hearings, variations, judicial pre-trials not otherwise provided for in Table 6,(c) adjournments and remands;(d) hearing time for the first half day, or two half days,	15
2	When an offence is resolved by way of a guilty plea and the actual hearing time exceeds a total of one full day or two half-days, the roster member is entitled to receive for each half-day in court after the first day, an additional	2.5
3	For all services rendered in connection with a contested trial, including but not limited to the following: <ul style="list-style-type: none">(a) all preparation, pre-trial conferences with the Crown, waiting time, correspondence, communications, document preparation;(b) judicial interim release hearings, variations, judicial pre-trials not otherwise provided for in Table 6;(c) adjournments and remands.	17
4	When a contested trial lasts more than 10 days, an additional	10
5	Actual time spent in attendance at a proceeding described in item 3 when evidence is heard or submissions made	No maximum
6	Preparation for each additional day of court attendance after the first day for a proceeding described in item 3	4

SUMMARY CONVICTION OFFENCES

11 Table 5 applies to all of the following:

- (a) summary conviction offences under the *Criminal Code* (Canada) and the *Controlled Drugs and Substances Act* (Canada);
- (b) hybrid offences when the Crown elects to proceed by way of summary conviction, when no election is made, or when the defendant and prosecutor consent to the matter proceeding by way of summary conviction after the expiration of the limitation period set out in subsection 786 (2) of the *Criminal Code* (Canada);
- (c) summary conviction offences under statutes of Canada other than the *Criminal Code* and the *Controlled Drugs and Substances Act*; and
- (d) offences under a statute of Ontario.

**Table 5
Maximum Billable Hours for Offences – Summary Conviction Offences**

Item	Description of services	Maximum hours allowed, 11(a) and (b) offences	Maximum hours allowed, 11(c) and (d) offences
	Fees		
1	For all services rendered in connection with a plea of guilty to all charges that occur before the commencement of a contested trial, including, but not limited to, <ul style="list-style-type: none"> (a) all preparation, pre-trial conferences with the Crown, waiting time, correspondence, communications, document preparation; (b) judicial interim release hearings, variations, judicial pre-trials not otherwise provided for in Table 6; (c) adjournments and remands; and (d) attendance at court. 	8	5
2	For all services rendered when one or more charges are withdrawn before the commencement of a contested trial including, but not limited to, <ul style="list-style-type: none"> (a) all preparation, pre-trial conferences with the Crown, waiting time, correspondence, communications and document preparation; (b) judicial interim release hearings, variations, judicial pre-trials not otherwise provided for in Table 6; (c) adjournments and remands; and (d) attendance at court. 	10	7

3	For all services rendered in connection with a contested trial, including but not limited to, (a) all preparation, pre-trial conferences with the Crown, waiting time, correspondence, communications, document preparation; (b) judicial interim release hearings, variations, judicial pre-trials not otherwise provided for in Table 6; (c) adjournments and remands; and	15	9
4	If item 1 or 2 applies, for each half-day of proceedings after the first full day or two half- days, including all preparation, an additional	2.5	2.5
5	If item 3 applies,		
	(a) actual time spent in attendance at a proceeding described in item 3 when evidence is heard or submissions made, excluding waiting time	No maximum	No maximum
	(b) per diem preparation for each additional day of court attendance after the first day	4	4

Table 6

Maximum Billable Hours for Ancillary Criminal Proceedings

Item	Description of services	Maximum hours allowed
	Judicial Interim Release	
1	For all preparation and conduct of the first application for a judicial interim release order, whether contested or on consent	4
2	For all preparation and conduct of the second application for a judicial interim release order, whether contested or on consent, made pursuant to section 524 of the <i>Criminal Code</i> (Canada) Billable if the Crown brings a section 524 of the <i>Criminal Code</i> (Canada) hearing regardless of whether or not a first bail hearing was billed. A first and second bail hearing cannot be billed for the same hearing.	5
3	For all preparation and filing of the first variation of a judicial interim release order or for attendance for the first variation of a judicial interim release order	1
	Canadian Charter of Rights and Freedoms	

Item	Description of services	Maximum hours allowed
4	For all preparation, including drafting, serving and filing of the notice of motion and factum for the first application for an order pursuant to the <i>Canadian Charter of Rights and Freedoms</i>	8
4.1	Actual time spent in attendance at a motion described in item 4 when evidence is heard or submissions made	No maximum
	Judicial Pre-trial	
5	For all preparation and attendance at	
	(a) one judicial pre-trial hearing before a judge of the Ontario Court of Justice;	2
	(b) one judicial pre-trial hearing before a judge of the Ontario Court of Justice when the matter has been set for trial, preliminary inquiry, NCR hearing, Gardiner hearing or discovery;	2
	(c) one judicial pre-trial hearing before a judge of the Superior Court of Justice.	2
	Gladue	
6	For the preparation or delivery, or both, of Gladue submissions at a bail hearing, or sentencing when a publicly funded Gladue report has been prepared for the specific offence or a recently prepared report was used	5
	Bail Review	
7	For all services for an application to the Superior Court of Justice for a review of orders made under section 515 of the <i>Criminal Code</i> (Canada), when approved by the Corporation. Payable if the roster member conducted a bail review or the Crown consented to a release after materials were prepared and filed.	10
7.1	For all services for an application to the Superior Court of Justice pursuant to section 525 of the <i>Criminal Code</i> (Canada) to determine whether or not an accused should be released from custody	10
	Mental Health	
7.2	To assist an accused that has an identifiable history of mental health issues	2
8	For attendance at fitness hearings	
	(a) billable only on the resolution of the matter; and	
	(b) billed as an additional day in accordance with the type of proceeding as set out in Tables 3, 4 and 5.	

Table 7

Maximum Billable Hours for Other Proceedings

Item	Description of services	Maximum hours allowed
	<i>Criminal Code</i> Review Board Hearings	
1	For all services rendered in connection with a <i>Criminal Code</i> Review Board hearing:	
	(a) For all preparation other than for the attendance at the hearing	
	(i) for conducting the first day of hearing	10
	(ii) for conducting the second day of hearing	8
	(b) for attendance at the hearing	No maximum
2	For all services for an application for judicial interim release pending appeal to the Superior Court of Justice, the Court of Appeal or the Supreme Court of Canada, or for an application for release pending a new trial	5
3	For all services for an extension of judicial interim release pending appeal to the Superior Court of Justice, the Court of Appeal or the Supreme Court of Canada, or for an extension of release pending a new trial	3
	Appeals to Superior Court of Justice	
4	For all services rendered in connection with a summary conviction appeal to the Superior Court of Justice, other than attendance in court on the hearing of the appeal,	
	(a) on appeal from conviction or from conviction and sentence	16
	(b) on appeal from sentence	14
5	For attendance in court on the hearing of the appeal	No maximum
6	Despite items 12 and 13, on a stated case summary conviction appeal	
	(a) for all services rendered in connection with the appeal, other than attendance in court on the hearing of the appeal, and for one day attendance on the hearing of the appeal	11
	(b) for each day attendance on the hearing of the appeal after the first day, including all preparation	8.5
	Appeals to the Court of Appeal	
7	For all services rendered in connection with an appeal to the Court of Appeal other than attendance in court on the hearing of the appeal:	

Item	Description of services	Maximum hours allowed
	(a) on appeal from conviction or from conviction and sentence	37
	(b) on appeal from sentence	
	(i) if a plea of guilty was entered	14
	(ii) if the sentence followed a trial	16
	(c) on appeal from a decision of the Ontario Review Board	35
8	For attendance on the hearing of the appeal	No maximum
	Appeals to the Supreme Court of Canada	
9	For all services rendered in connection with an appeal to the Supreme Court of Canada, other than attendance in court on the hearing of the application for leave to appeal and the appeal:	
	(a) for application for leave to appeal	12
	(b) for hearing of appeal	37
10	For attendance on hearing of the application for leave to appeal and the appeal	No maximum
11	For receiving judgment	2
	Prerogative Writs	
12	For all preparation	16
13	For attendance on hearing of prerogative writ	No maximum
	Bail Pending Appeal	
14	For all services rendered in connection with an application for bail pending appeal to any level of court	5
15	For all services rendered in connection with an application for the extension of an order granting bail pending appeal to any level of court	3

PART C
CRIMINAL BLOCK FEES

12 In this Part,

“CCC” means the *Criminal Code* (Canada); (“CCC”)

“hybrid offence” means an offence under the CCC when the Crown may elect to proceed by way of indictment or by summary conviction; (“infraction mixte”)

“indictable charge” mean a charge under an indictable offence under the CCC or a hybrid offence for which the Crown elects to proceed by way of indictment; (“accusation d’acte criminel”)

“summary charge” means a charge under any of the following:

- (a) an offence under an Act of Ontario;
- (b) an offence under an Act of Parliament other than under the CCC;
- (c) a summary conviction offence under the CCC or a hybrid offence when the Crown elects to proceed by way of summary conviction. (“accusation d’infraction de type 1 punissable sur déclaration de culpabilité par procédure sommaire”)

13 (1) The block fees in Table 8 are payable, subject to subsection (2), only when the roster member or agent attends court, either in person or virtually, to resolve a matter or when providing an ancillary service.

(2) In the case of a withdrawal or stay when the Crown has provided its agreement in writing in advance of the appearance date, a student may attend instead of the roster member.

14 Discretion under section 70 of these Rules is not available on matters billed as block fees.

15 A block fee payment includes all services provided under the certificate. It also includes the following associated costs:

- (a) sending faxes and photocopying (except for photocopying services provided by a third party);
- (b) process servers; and
- (c) service and filing of documents in Ontario.

16 (1) If all the charges are unresolved because of a circumstance referred to in subsection (2), the account must be billed based on the hourly tariff for charges resolved by a guilty plea referred to in Part B.

(2) Following are the circumstances for the purpose of subsection (1):

- (a) a client changed lawyers;
- (b) the certificate was cancelled;
- (c) the lawyer was removed from the record;
- (d) the client failed to appear at a proceeding;
- (e) the lawyer was in a conflict of interest;
- (f) the lawyer did not attend at resolution;
- (g) the lawyer was discharged by the client;

- (h) the lawyer was suspended or prohibited from practising by the Law Society of Ontario;
- (i) other similar circumstances determined by the Corporation.

Table 8
Criminal Block Fees

Areas other than Northern Areas					
Item	Block fee type	Type of charge	Block fee rate		
	Resolution block fee		Rate effective March 4, 2024	Rate effective April 1, 2024	Rate effective April 1, 2025
1	Guilty plea to all charges - Conduct and complete services rendered in connection with a guilty plea, including sentencing	Summary Indictable	\$845.03 \$1,424.46	\$887.28 \$1,495.68	\$931.65 \$1,570.47
2	One or more charges withdrawn or stayed -- Conduct and complete a withdrawal or stay proceeding, including if a guilty plea occurs on a different day Unless some of the charges are being heard separately pursuant to clause 7 (1) (h) in Part B The withdrawal fee is not payable if a charge is withdrawn pursuant to the Kienapple principle	Summary Indictable	\$1,107.95 \$1,543.16	\$1,163.35 \$1,620.32	\$1,221.51 \$1,701.34
	Block fees for ancillary services				
3	Judicial pre-trial Conduct and complete one judicial pre-trial	Summary or Indictable	\$319.07	\$335.03	\$351.78
4	Judicial interim release	Summary or Indictable	\$638.15	\$670.06	\$703.56

	Conduct and complete the first application for a judicial interim release order, whether contested or on consent				
5	2nd bail hearing Conduct and complete a 2 nd bail hearing under subsection 524(4) of the CCC	Summary or Indictable	\$797.69	\$837.57	\$879.45
6	Bail variation Prepare and a file an application for bail variation under section 519.1 of the CCC	Summary or Indictable	\$159.54	\$167.51	\$175.89
7	Bail review For all services for an application to the Superior Court of Justice for a review of an order made under section 515 of the CCC Payable when the roster member conducted a bail review or the Crown consented to a release after materials were prepared and filed All other services provided are included in the block fee payment.	Summary or Indictable	\$957.22	\$1,005.08	\$1,055.34
8	Detention review For all services for an application to the Superior Court of Justice under section 525 of the CCC to determine whether or not the accused should be released from custody	Summary or Indictable	\$957.22	\$1,005.08	\$1,055.34
9	Gladue For the preparation or delivery, or both, of a Gladue submission at a bail hearing or at sentencing:	Summary or Indictable	\$478.60	\$502.53	\$527.66

	<p>(a) when a publicly funded Gladue report is prepared for the specific charge; or</p> <p>(b) when a recently prepared report is used.</p>				
10	<p>Mental health</p> <p>The mental health block fee is authorized based on the accused having an identifiable history of mental health issues and is only available on certificates when the matter has not been set down for trial.</p> <p>The mental health block fee may only be billed on a final account or supplementary account following a resolution of the charges.</p>	Summary or Indictable	\$239.31	\$251.27	\$263.83
Northern Areas					
Item	Block fee type	Type of charge	Rate effective March 4, 2024	Rate effective April 1, 2024	Rate effective April 1, 2025
	Resolution block fee				
11	<p>Guilty plea to all charges-</p> <p>Conduct and complete services rendered in connection with a guilty plea, including sentencing.</p>	Summary	\$929.54	\$976.01	\$1,024.81
		Indictable	\$1,556.91	\$1,645.25	\$1,727.52
12	<p>One or more charges withdrawn or stayed-</p> <p>Conduct and complete a withdrawal or stay proceeding, including if a guilty plea occurs on a different day.</p> <p>Unless some of the charges are being heard separately pursuant to clause 7 (1) (h) in Part B</p>	Summary	\$1,218.74	\$1,279.68	\$1,343.67
		Indictable	\$1,697.48	\$1,782.35	\$1,871.47

	The withdrawal fee is not payable if a charge is withdrawn pursuant to the Kienapple principle.				
	Block fees for ancillary services				
13	Judicial pre-trial Conduct and complete one judicial pre-trial	Summary or Indictable	\$350.98	\$368.53	\$386.96
14	Judicial interim release Conduct and complete the first application for a judicial interim release order, whether contested or on consent	Summary or Indictable	\$701.96	\$737.06	\$773.91
15	2nd bail hearing Conduct and complete a 2 nd bail hearing under subsection 524(4) of the CCC	Summary or Indictable	\$877.46	\$921.33	\$967.40
16	Bail variation Prepare and a file an application for bail variation under section 519.1 of the CCC	Summary or Indictable	\$175.49	\$184.27	\$193.48
17	Bail review For all services for an application to the Superior Court of Justice for a review of an order made under section 515 of the CCC Payable when the roster member conducted a bail review or the Crown consented to a release after materials were prepared and filed All other services provided are included in the block fee payment.	Summary or Indictable	\$1,052.94	\$1,105.59	\$1,160.87
18	Detention review	Summary or Indictable	\$1,052.94	\$1,105.59	\$1,160.87

	For all services for an application to the Superior Court of Justice under section 525 of the CCC to determine whether or not the accused should be released from custody				
19	<p>Gladue</p> <p>For the preparation or delivery, or both, of a Gladue submission at a bail hearing or at sentencing:</p> <p>(a) when a publicly funded Gladue report is prepared for the specific charge; or</p> <p>(b) when a recently prepared report is used.</p>	Summary or Indictable	\$526.46	\$552.78	\$580.42
20	<p>Mental health</p> <p>The mental health block fee is authorized based on the accused having an identifiable history of mental health issues and is only available on certificates when the matter has not been set down for trial.</p> <p>The mental health block fee may only be billed on a final account or supplementary account following a resolution of the charges.</p>	Summary or Indictable	\$263.24	\$276.40	\$290.22

PART D

CIVIL MATTERS

17 This Part applies to the following matters:

- (a) family law matters, including advising complainants in family violence criminal matters;
- (b) child protection matters under the *Child, Youth and Family Services Act, 2017*;
- (c) matters before administrative boards and tribunals;
- (d) other civil matters.

18 If a roster member represents two or more persons in the same proceeding or represents one person in two or more proceedings and, in either case, if the trials, hearings or appeals are heard in the same court or forum at approximately the same time, for the purposes of this Part, the roster member is entitled to fees as for one client on one proceeding and such additional fees as may be appropriate in accordance with section 70 of these Rules unless for valid reasons the roster member demonstrates that a separate tariff for each proceeding is appropriate and the roster member satisfies the Corporation that the course of action taken by the roster member was appropriate.

19 Coverage for uncontested (no issue) divorces is available when there are exceptional circumstances giving rise to a compelling need for a divorce. If authorization is granted, no legal fees are payable and coverage shall be limited to disbursements only.

20 Coverage for contested divorces is only provided for corollary issues when an applicant is served with a divorce petition claiming corollary relief; or the applicant has been served with a no issue divorce petition and wishes to respond raising corollary issues.

MAXIMUM HOURS ALLOWED IN CIVIL MATTERS

21 Table 9 sets out the maximum hours for services provided in respect of civil matters.

Table 9

Maximum Hours Allowed in Civil Matters

Item	Description of services	Maximum hours allowed
	FAMILY LAW	
1	The maximums provided for family law include all services including interviews, correspondence, communications, pleadings, preparation of financial statements, discovery, production, disclosure, case management meetings with a judge, procedural or non-complex motions, adjournments, waiting time, reporting and billing (with billing being allowed to a maximum of 0.2 hours).	
2	For applications and proceedings under the <i>Divorce Act (Canada)</i> , the <i>Family Law Act</i> and the <i>Children's Law Reform Act</i> and for the negotiation of domestic contracts under the <i>Family Law Act</i>	16
3	For matters in which decision-making responsibility and parenting time and contact are in issue, an additional	15
4	For matters in which parenting time and contact are in issue, an additional	7.5
5	For matters in which support of a child, support of a person who has lived in a conjugal relationship within or outside marriage, or both is in issue, an additional	9
6	For matters in which any of possession, ownership, entitlement, identification or calculation of net family property or equalization payment is in issue, an additional	8

Item	Description of services	Maximum hours allowed
7	For matters in which an order restraining contact between persons who have lived together in a conjugal relationship within or outside marriage is sought or is in issue, an additional	4
8	For interviews and advice to complainant in a family violence criminal matter	2
9	Domestic violence – for initiating or responding to a motion to change an order or agreement, excluding proceedings to vary support only, for all services before the first pre-trial conference.	12
10	Domestic violence – for representation in a motion to change support only, including all services before the first pre-trial conference	7.5
11	For preparation for and attendance, including negotiations with opposing counsel, at each conference under Rule 17 of the <i>Family Law Rules</i> and at each Legal Aid Settlement conference	5
12 to 17	[Revoked by Rule 2023/2, clause 12(b)]	
18	Preparation for, and attendance at, a default hearing in the Ontario Court of Justice or the Family Court	2
19	Family law case management discussion with the Corporation	0.5
19.1	Preparation for an eligible complex motion	8
19.2	Actual attendance at an eligible complex motion, excluding waiting time and adjournments	No maximum
CHILD PROTECTION		
20	The maximums provided for child protection matters include all services including interviews, correspondence, communications, pleadings, preparation for and attendance at status review hearings, adjournments, waiting time reporting and billing (with billing being allowed a maximum of 0.2 hours).	
21	All proceedings under the <i>Child, Youth and Family Services Act, 2017</i> for all services when a supervision order is in issue, or to negotiate a voluntary care agreement	19
22	In proceedings under the <i>Child, Youth and Family Services Act, 2017</i> when a children's aid society is seeking an order for extended society care	45

Item	Description of services	Maximum hours allowed
23	Representation in proceedings under the <i>Child, Youth and Family Services Act, 2017</i> when a children's aid society is seeking an order for interim society care	45
24	For all services to prepare for a motion for temporary care and custody	6
25	Actual attendance at a motion for temporary care and custody	No maximum
26	For preparation for and attendance at a status review hearing – uncontested	10
27	For all preparation for and attendance at a status review hearing – contested	25
28	For all preparation for defending a motion for Summary Judgment	8
29	Actual attendance at a motion for Summary Judgment	No maximum
30	For preparation and attendance at each subsequent conference after the first, including negotiations with opposing counsel, under Rule 17 of the <i>Family Law Rules</i> and at each subsequent Legal Aid Settlement conference	5
31	In matters involving complex CYFSA matters that involve third parties.	4
32	Non-litigation advice and negotiation of a customary care, special needs or temporary care agreement or for participation in an Aboriginal ADR process, for all hours in advance of a <i>Child, Youth and Family Services Act, 2017</i> application. Discretion not available under section 70 of these Rules.	10
33	For all preparation for proceedings under the <i>Child, Youth and Family Services Act, 2017</i> on an Openness Application. Discretion not available under section 70 of these Rules.	10
34	Actual attendance on an openness application	No maximum
35	Preparation for an application under Part VII (Secure Treatment) of the <i>Child, Youth and Family Services Act, 2017</i> before the first day of hearing	8
36	Preparation for an application under Part VII (Secure Treatment) of the <i>Child, Youth and Family Services Act 2017</i> for each day of the hearing after the first day	2
37	Opinion as to the merits of application for prerogative remedy.	3

Item	Description of services	Maximum hours allowed
38	Attendance at hearing of application under Part VII (Secure Treatment) of the <i>Child, Youth and Family Services Act, 2017</i>	No maximum
39	Preparation for an application for prerogative remedy	16
40	Attendance at hearing of application for prerogative remedy	No maximum
LITIGATION		
41	Trials, References and Hearings In family law and child protection (both fees and disbursements), the Corporation may authorize trial and matters subsequent to trial. The Corporation's authorization for trial gives rise to additional tariff maximums as set out below.	
42	For setting the action or application down for trial, preparing and delivering notice of trial, attendance at assignment court, trial scheduling or trial audit, adjournments, waiting time and all preparation for a trial, reference or hearing of an application and preparation during the trial, reference or hearing,	
	(a) after the final pre-trial conference and before the first day of attendance at a trial, reference or hearing;	15
	(b) for all necessary matters subsequent to a trial, reference or hearing of an application, including signing and entering judgment but excluding matters provided for in Items 46, 47, 48 and 49;	3
	(c) for each day of attendance at a trial, reference or hearing after the first day (excluding extended society care/Crown wardship and interim society care/society wardship);	4
	(d) for each day of attendance at a trial, reference or hearing after the first day for extended society care/Crown wardship and interim society care/society wardship.	6
43	For actual attendance at a trial, reference or hearing of an application	No maximum
44	For <i>Children's Law Reform Act</i> and <i>Family Law Act</i> matters not involving domestic violence, preparation for attendance at one trial management conference	2

Item	Description of services	Maximum hours allowed
45	For attendance at the trial management conference on <i>Children's Law Reform Act</i> and <i>Family Law Act</i> matters not involving domestic violence	No maximum
	Matters Subsequent to Trial, Reference or Hearing	
46	For all preparation for and attendance on assessment of bill of costs, obtaining assignment of costs and filing execution	3
47	For all preparation for and attendance on examination in aid of execution	2
48	For all preparation for and attendance at a default hearing in the Ontario Court of Justice or the Family Court of the Superior Court of Justice	2
49	For all other necessary matters including preparation and filing request to enforce and preparing and issuing notice of garnishment	2
	APPEALS	
50	The Corporation will determine if authorization will be granted for appeal proceedings based on an opinion on the merits of an appeal.	
51	For an opinion as to the merits or appeal/judicial review to the Superior Court and/or Divisional Court, and to file notice of appeal in the client's name only, including motion to extend time if necessary	3
	Appeals Combined with Motion for Leave	
52	If a motion for leave to appeal and the hearing of the appeal are heard at approximately the same time, the roster member is entitled to fees for the appeal only.	
	The following apply to appeals to the Supreme Court of Canada:	
53	For all preparation for leave to appeal	17
54	For actual attendance on application for leave to appeal	No maximum
55	For all preparation for appeal	37
56	For actual attendance on appeal	No maximum
	The following apply to appeals to the Ontario Court of Appeal and the Federal Court of Appeal:	
57	For all preparation of motion for leave to appeal	12
58	For actual attendance on motion for leave to appeal	No maximum

Item	Description of services	Maximum hours allowed
59	For all preparation for appeal	27
60	For actual attendance on appeal	No maximum
	The following apply to appeals to the Superior Court of Justice and the Divisional Court:	
61	Preparation on motion for leave to appeal to the Superior Court of Justice and the Divisional Court from the disposition of a motion	2
62	Actual attendance at hearing of a motion for leave to appeal to the Superior Court Justice from the disposition of a motion	No maximum
63	For all preparation, including drawing and filing notice of appeal and appeal books	16
64	For all preparation, including drawing and filing notice of appeal and appeal books on appeal from a decision of the Consent and Capacity Board	35
65	For actual attendance on appeal	No maximum
	MENTAL HEALTH	
66	The following apply to proceedings before the Consent and Capacity Board.	
67	For all services provided before the first day of hearing	10
68	For all services provided before each subsequent day of hearing	2
69	When there is more than one issue in dispute, preparation for all separate issues arising under different statutory provisions	3
70	Actual attendance at hearing	No maximum
71	For all services provided in connection with the post hearing consultation (billed as attendance time)	1
72	For all services in connection with representation before the Superior Court of Justice for proceedings under section 3 or 20.3 of the <i>Substitute Decisions Act, 1992</i> brought by the person subject to the guardianship	15
73	For actual attendance at the hearing	No maximum
74	For all services in connection with representation before the Consent and Capacity Board for proceedings pursuant to a Form G application (including by emergency injunction)	25
75	For actual attendance at the hearing	No maximum

Item	Description of services	Maximum hours allowed
76	For all services in connection with representation before the Consent and Capacity Board pursuant to a Form 18 application under the <i>Substitute Decisions Act, 1992</i> (s. 20.2 (1))	15
77	For actual attendance at the hearing	No maximum
	OTHER ADMINISTRATIVE BOARDS AND TRIBUNALS	
78	The following apply to hearings before the Ontario Parole Board or the Federal Parole Board or a disciplinary hearing in respect of an incarcerated person	
79	For all services before the first day of hearing	5
80	For all services before each subsequent day of hearing	2
81	For actual attendance at the hearing	No maximum
	The following apply to hearings before other quasi-judicial or administrative boards or tribunals	
82	For all services before the first day of hearing	8
83	For all services before each subsequent day of hearing	2
84	For actual attendance at the hearing	No maximum
	OTHER CIVIL MATTERS	
85	For all services on an application for third party records All services including interviews, advice, obtaining disclosure, drafting of documents, correspondence, communications, negotiations, preparation for hearing	16
86	For actual attendance at the hearing	No maximum
	IMMIGRATION AND REFUGEE MATTERS	
87	The following apply to proceedings before the Refugee Protection Division of the Immigration and Refugee Board.	
88	For consultation regarding immigration issues and an opinion to the Corporation as to recommended procedures	3
89	For preparation and filing of a Basis of Claim form (BOC) and refugee portal application for a claimant from a country or claim type not subject to the Immigration and Refugee Board (IRB) expedited process	9

Item	Description of services	Maximum hours allowed
90	For preparation and filing of a BOC, refugee portal application and client disclosure in accordance with the IRB expedited process for a claimant from a country or claim type subject to the IRB expedited process	12
90.1	For items 89 and 90, when a claimant who is covered on the certificate requires their own BOC narrative	3
91	For all services pertaining to representation before the Refugee Protection Division of the Immigration and Refugee Board, including all preparation and adjournments, but excluding attendance, for claimants from countries and claim types not subject to the Immigration and Refugee Board expedited process	9
92	For all services pertaining to representation before the Refugee Protection Division of the Immigration and Refugee Board, including all preparation and adjournments, but excluding attendance for claimants from countries and claim types subject to the Immigration and Refugee Board expedited process following referral to a full hearing	6
93	For all services in relation to Cessation/Vacation proceedings before the Refugee Protection Division, excluding hearing time	16
94	<p>For actual attendance at the hearing or prehearing, referred to in items 91, 92 and 93:</p> <ul style="list-style-type: none"> (a) attendance time is billable from the time the member arrives in the hearing room and goes on record to commence the hearing or to discuss pre-hearing matters. Attendance time concludes when the member goes off record at the end of the hearing; (b) breaks taken during a hearing may be included in attendance time with the exception of a lunch break; a lunch break during a full day hearing may not be included as hearing attendance time; (c) excludes wait time and adjournments. 	No maximum
95	For preparation for a subsequent sitting of the Refugee Protection Division when a first sitting has begun but not concluded	2
96	For preparation of written submissions on request by a member of the Refugee Protection Division	2
96.1	For services related to Minister's interventions or issues of exclusion	3
96.2	For services related to working with a designated representative when the claimant has an inability to appreciate the nature of the proceedings	3

Item	Description of services	Maximum hours allowed
97	The following applies to appeals before the Refugee Appeal Division of the Immigration and Refugee Board of negative decisions of the Refugee Protection Division.	
98	For all services provided in preparation of an assessment as to the merits of filing an appeal in the client's name only	4
99	For all services in preparation and filing of submissions to review negative decisions of the Refugee Protection Division	16
100	For all services in preparation for oral hearing to review a negative decision of the Refugee Protection Division excluding wait time and adjournments	4
101	For actual attendance at the hearing	No maximum
101.1	For preparation for a subsequent sitting of the Refugee Appeal Division when a first sitting has begun but not concluded	2
102	Applications to reopen a matter before the Refugee Protection Division, Refugee Appeal Division, or Immigration Appeal Division of the Immigration and Refugee Board	Varies
103	The following apply to a review of reasons for a detention order:	
	(a) for all preparation;	3
	(b) for all preparation for each subsequent detention review;	3
	(c) for actual attendance at the hearing, excluding waiting time and adjournments;	No maximum
	(d) for all preparation for a subsequent sitting of the Immigration Division for a detention review when a first sitting has begun but not concluded.	2
104	For the following services relating to applications and submissions to the Federal Minister:	
	(a) in Canada applications for permanent residence on humanitarian and compassionate grounds when no opinion certificate was granted;	16
	(b) in Canada applications for permanent residence on humanitarian and compassionate grounds when an opinion certificate was granted;	13

Item	Description of services	Maximum hours allowed
	(c) all services related to representing the client after first-stage approval has been granted in a humanitarian and compassionate grounds application;	10
	(d) submissions on danger to the public in a deportation matter;	20
	(e) applications for a pre-removal risk assessment when no opinion certificate was granted;	10
	(f) applications for a pre-removal risk assessment when an opinion certificate was granted;	7
	(g) preparation for attendance at a pre-removal risk assessment hearing;	6
	(h) actual attendance at a pre-removal risk assessment hearing;	No maximum
	(i) submissions in support of risk balancing under subsection 115 (2) of the <i>Immigration and Refugee Protection Act (Canada)</i> ;	6
	(j) submissions to the Minister in order to defer removal by the Canada Border Services Agency.	10
105	For all services in preparation for complex and contested admissibility hearings before the Immigration Division of the Immigration and Refugee Board	16
106	Actual attendance at admissibility hearings	No maximum
106.1	For preparation for a subsequent sitting of the Immigration Division for an admissibility hearing when a first sitting has begun but not concluded	2
107	For all services in preparation for complex and contested interviews with Immigration, Refugees and Citizenship Canada, Canada Border Services Agency or Canadian Security Intelligence Service	16
108	Actual attendance at contested interviews	No maximum
109	Appeals to the Immigration Appeals Division of the Immigration and Refugee Board	
	(a) for all services provided with respect to appeals from a deportation order;	16
	(b) for all services provided with respect to appeals from a decision to refuse a sponsorship application;	16
	(c) actual attendance on the appeals referred to in clauses (a) and (b).	No maximum

Item	Description of services	Maximum hours allowed
109.1	For preparation for a subsequent sitting of the Immigration Appeal Division when a first sitting has begun but not concluded	2
110	For applications in the Federal Court for judicial review	
	(a) for preparation of an assessment as to the merits of seeking leave, and filing the Notice of Application in the client's name only;	4
	(b) for all preparation for the application for leave;	15
	(c) for all preparation for the application (on granting of leave);	12
	(d) for actual attendance on the application.	No maximum
111	For appeals to the Federal Court of Appeal	
112	For motions in Federal Court to stay deportation,	
	(a) for all preparation;	15
	(b) for actual attendance on the stay application.	No maximum

PART E

DISBURSEMENTS

22 (1) If a disbursement requires an authorization under this Part in advance of incurring the expense, a request for authorization must

- (a) be made in the form and manner specified by the Corporation;
- (b) be made in advance of incurring the expense; and
- (c) contain sufficient information to support the request.

(2) A request may be approved on a retroactive basis if the Corporation is satisfied that the request would have been granted if the request had been made in advance of incurring the expense and that the client was eligible for the legal aid services at the time the disbursement was incurred.

(3) If the request is refused in whole or in part, the roster member may request that the decision be reconsidered.

(4) A request for reconsideration must be made in the form and manner specified by the Corporation and must include the following information:

- (a) sufficient information to support the request;
- (b) the circumstance why the authorization could not have been requested in advance; and
- (c) any other information specified by the Corporation.

(5) When a disbursement requires an authorization under this Part in advance of the disbursement being incurred, a roster member is not entitled to the payment for the disbursement unless the disbursement is so authorized.

23 A deposit or other advance payment that is necessary to produce a transcript or secure the services of a third-party provider may be authorized if approval is obtained from the Corporation in advance of making the deposit or advance payment.

24 (1) The following disbursements and their limits, if applicable, do not require authorization in advance of incurring the expense:

- (a) faxes (\$0.25 per page);
- (b) in-office photocopies (\$0.10 per page);
- (c) postage;
- (d) courier services;
- (e) process servers;
- (f) long-distance telephone charges;
- (g) binding of documents;
- (h) any other disbursement specified by the Corporation and published on the Corporation's website.

(2) A disbursement not otherwise referred to in subsection (1) requires authorization in advance of the disbursement being incurred.

SCHEDULE 3

(Section 27)

MINIMUM EXPERIENCE REQUIREMENTS TO BE AUTHORIZED TO PROVIDE LEGAL AID SERVICES BY AREA OF LAW

Schedule 3 amendment history: Rule 2022/1, s.4; Rule 2023/1; Rule 2023/3

PART 1

PURPOSE AND SCOPE

Purpose

1 This Schedule sets out the minimum experience requirements for a roster member to be authorized to provide certificate services and duty counsel services in specific areas of law.

Authorizations

2 (1) To be authorized to provide certificate services or duty counsel services in a particular area of law, a roster member must

- (a) satisfy the Corporation that they meet all applicable criteria for that area of law; and
- (b) certify that they are qualified to provide high-quality, effective and efficient legal services in the specified area of law.

(2) A roster member may hold authorization in more than one area of law.

(3) An authorization to provide certificate services or duty counsel services does not guarantee a minimum number of certificates or duty counsel shifts.

(4) For greater clarity, experience as described in this Schedule consists of experience obtained practising law in the Province of Ontario.

Conditional authorizations

3 (1) If a roster member who applies under section 27 of the Rules for authorization to provide legal aid services in an area of law does not meet the minimum experience requirements set out in this Schedule for that area of law, the Corporation may grant a conditional authorization for up to 24 months.

(2) A conditional authorization is revoked on its expiry unless it is renewed in accordance with subsection (3).

(3) On the request of the roster member, the Corporation may renew the conditional authorization for up to a further 12 months, at the end of which period the conditional authorization is revoked.

(4) When a conditional authorization is revoked under subsection (2) or (3), the roster member may not apply for another authorization in the same area of law until three years have elapsed since the revocation, unless the roster member can demonstrate that they meet the minimum experience requirements for that area of law.

PART 2

CRIMINAL LAW

DIVISION 1

CRIMINAL LAW — GENERAL

Minimum experience

4 (1) To be authorized to provide certificate services in general criminal law, a roster member must have completed at least 20 criminal law files within the last three years before applying for authorization, including at least three contested trials, preliminary inquiries or appeals or any combination of them.

(2) A roster member who has been certified as a specialist in criminal law by the Law Society of Ontario is considered to have met the minimum experience requirements.

(3) The roster member must

- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in general criminal law matters* published on the Corporation's website; and
- (b) in their application, attest that they have reviewed those materials.

DIVISION 2

CRIMINAL LAW — EXTREMELY SERIOUS MATTERS

Definition of "extremely serious matter"

5 (1) In this Part, "extremely serious matter" means

- (a) a youth or adult trial or appeal in relation to any of the following offences:
 - (i) any offence of culpable homicide,

- (ii) any offence for which the *Criminal Code* provides a mandatory minimum sentence of four years or more,
 - (iii) any offence related to terrorism set out in Part II.1 of the *Criminal Code*;
 - (b) a dangerous offender application; or
 - (c) an extradition hearing in relation to anything listed in clause (a) or (b). (“affaire extrêmement grave”)
- (2) To be authorized to provide certificate services in extremely serious matters, a roster member must be authorized in accordance with section 4 to provide certificate services in general criminal law, without having had any conditions or requirements imposed on their authorization under subsection 27(5) of the Rules.
- (3) A roster member whose authorization is conditional within the meaning of section 3 may not provide certificate services in extremely serious matters.
- (4) Despite subsection (3), a roster member whose authorization is conditional may be authorized to provide certificate services in extremely serious matters if the Corporation determines that it is necessary for the roster member to be so authorized in order to meet the Corporation's operational needs or the needs of the district or part of a district where the services are to be provided.

Minimum experience

6 (1) A roster member must have the following minimum experience before applying for authorization to provide certificate services in extremely serious matters:

- (a) at least five years of practice restricted to criminal law;
 - (b) all of the following experience:
 - (i) conducted 100 days of contested trials or contested preliminary inquiries,
 - (ii) acted as counsel, co-counsel or junior counsel on at least one jury trial,
 - (iii) conducted at least five voir dires with issues of similar fact, statements, hearsay or expert evidence,
 - (iv) conducted at least five contested Charter applications related to disclosure, search and seizure, detention or arrest, right to counsel, section 11(b) or abuse of process.
- (2) A roster member who has been certified as a specialist in criminal law by the Law Society of Ontario is considered have met the minimum experience requirements.
- (3) The roster member must
- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in extremely serious criminal law matters* published on the Corporation's website; and
 - (b) in their application, attest that they have reviewed those materials.

DIVISION 3

GLADUE SERVICES

Definition of “Gladue services”

7 In this Division, “Gladue services” means certificate services in general criminal law provided to clients who self-identify as Indigenous. (“services Gladue”)

Minimum experience

8 (1) To be authorized to provide Gladue services, a roster member must be authorized in accordance with section 4 to provide certificate services in general criminal law.

(2) The roster member must satisfy the Corporation in their application that they are familiar with the resources available for Indigenous clients in the local area where the authorized Gladue services are to be provided.

(3) The roster member must

- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in Gladue matters* published on the Corporation's website; and
- (b) in their application, attest that they have reviewed those materials.

DIVISION 4

ONTARIO REVIEW BOARD MATTERS

Definition "ORB matter"

10 In this Division, "ORB matter" means a proceeding before the Ontario Review Board or an appeal from such a proceeding.

Minimum experience

11 (1) To be authorized to provide certificate services in ORB matters, a roster member must be authorized to provide certificate services

- (a) in general criminal law in accordance with section 4; or
- (b) in health law — consent and capacity in accordance with section 18.

(2) A roster member must have completed a minimum of three ORB matters within the three years before applying for authorization.

(3) The roster member must

- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in ORB matters* published on the Corporation's website; and
- (b) in their application, attest that they have reviewed those materials.

PART 3

FAMILY LAW AND CHILD PROTECTION LAW

DIVISION 1

FAMILY LAW

Minimum experience

12 (1) To be authorized to provide certificate services in family law, a roster member must have completed the following minimum experience within the last two years before applying for authorization:

- (a) substantial involvement in 10 family law proceedings, including matters of decision-making responsibility, parenting time, child and spousal support, property or divorce or any combination of such matters;
 - (b) participation in at least three of any of the following:
 - (i) a case conference,
 - (ii) a contested motion,
 - (iii) a settlement conference,
 - (iv) a trial management conference,
 - (v) a summary judgment motion,
 - (vi) a focused hearing or trial,
 - (vii) an arbitration or appeal;
 - (c) participation in at least three of any of the following types of consensual dispute resolution processes, at least one of which achieved resolution:
 - (i) a mediation,
 - (ii) the negotiation of a separation agreement,
 - (iii) an arbitration,
 - (iv) a Legal Aid Settlement Conference,
 - (v) a collaborative, alternative or Indigenous family law dispute resolution process.
- (2) The roster member must
- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in family law* published on the Corporation's website; and
 - (b) in their application, attest that they have reviewed those materials.

DIVISION 2

CHILD PROTECTION LAW

Minimum experience

13 (1) In this Division, "CYFSA" means *the Child, Youth and Family Services Act, 2017*. ("LSEJF")

(2) To be authorized to provide certificate services in a matter under the CYFSA, a roster member must have had substantial involvement in at least 15 of the following proceedings or matters under that Act, completed within the last three years before applying for authorization, either representing parents or as counsel for the Office of the Children's Lawyer or for the Children's Aid Society:

- (a) a child protection conference, including a case conference, settlement conference or trial management conference;
- (b) a temporary care and custody hearing;
- (c) a motion for access;
- (d) a motion for summary judgment;
- (e) a child protection trial;

- (f) the negotiation of a customary care, voluntary care or temporary care agreement;
 - (g) an Indigenous alternative dispute resolution process.
- (3) The roster member must
- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in child protection law matters* published on the Corporation's website; and
 - (b) in their application, attest that they have reviewed those materials.

PART 4

IMMIGRATION AND REFUGEE LAW

DIVISION 1

IMMIGRATION AND REFUGEE LAW — GENERAL

Immigration and refugee law – General

14 This Division applies to all immigration and refugee certificate services, with the exception of those set out in section 16.

Minimum experience

15 (1) To be authorized to provide certificate services in general immigration and refugee law, a roster member must have completed at least 10 of the following matters, or any combination of such matters, within the last two years before applying for authorization:

- (a) a Refugee Protection claim before the Refugee Protection Division of the Immigration and Refugee Board;
 - (b) a Cessation or Vacation application before the Refugee Protection Division of the Immigration and Refugee Board;
 - (c) a Pre-removal Risk Assessment (PRRA) submission;
 - (d) a Danger Opinion submission;
 - (e) a Humanitarian and Compassionate Grounds application;
 - (f) an appeal before the Immigration Appeal Division of the Immigration and Refugee Board in respect of any matter for which the Corporation provides coverage;
 - (g) a detention review hearing.
- (2) The roster member must
- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in general immigration and refugee law* published on the Corporation's website; and
 - (b) in their application, attest that they have reviewed those materials.

DIVISION 2

IMMIGRATION AND REFUGEE LAW — APPELLATE

Immigration and refugee law – Appellate

16 This Division applies to the following immigration and refugee services:

- (a) appeals before the Refugee Appeal Division of the Immigration and Refugee Board;
- (b) judicial reviews before the Federal Court;
- (c) appeals before the Federal Court of Appeal;
- (d) appeals before the Supreme Court of Canada;
- (e) applications before the Superior Court for a writ of habeas corpus;
- (f) applications to the Canada Border Services Agency for a deferral of removal, and motions for a stay of removal before the Federal Court.

Minimum experience

17 (1) To be authorized to provide certificate services in appellate immigration and refugee law, a roster member must be authorized in accordance with section 15 to provide certificate services in general immigration and refugee law.

(2) To be authorized to provide certificate services in appellate immigration and refugee law, a roster member must have completed at least 10 of the following matters, or any combination of such matters, within the last two years before applying for authorization:

- (a) an appeal before the Refugee Appeal Division of the Immigration and Refugee Board;
- (b) a perfected Federal Court application for leave or for judicial review of any of the following:
 - (i) a decision of the Refugee Protection Division or Refugee Appeal Division of the Immigration and Refugee Board,
 - (ii) a Pre-removal Risk Assessment or Danger Opinion decision,
 - (iii) a decision regarding a Humanitarian and Compassionate Grounds application;
- (c) a motion in Federal Court to stay removal;
- (d) a judicial review hearing in Federal Court in respect of a decision referred to in paragraph (b);
- (e) an appeal before the Federal Court of Appeal in respect of any immigration or refugee law matter.

(3) The roster member must

- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in appellate immigration and refugee law* published on the Corporation's website; and
- (b) in their application, attest that they have reviewed those materials.

PART 5

HEALTH LAW — CONSENT AND CAPACITY

Minimum experience

18 (1) To be authorized to provide certificate services in health law – consent and capacity, a roster member must have had carriage of at least three matters under retainer for proceedings before the Consent and Capacity Board within the last two years before applying for authorization.

(2) The roster member must

- (a) review the materials listed in the document entitled *Material for review by roster members authorized to provide legal aid services in health law consent and capacity matters* published on the Corporation's website; and
- (b) in their application, attest that they have reviewed those materials.

PART 6

DUTY COUNSEL

DIVISION 1

DUTY COUNSEL AUTHORIZATIONS — GENERAL

Validity period

19 (1) An authorization to provide duty counsel services is valid for 24 months from the day on which it is approved.

(2) On request of the roster member, the Corporation may renew the authorization on its expiry for a further 24 months.

(3) If the roster member does not request the renewal of their authorization before it expires, the authorization is revoked.

(4) The Corporation may revoke an authorization at any time during the provisional period described in section 21.

(5) Before an authorization is renewed under subsection (2) or revoked under subsection (3) or (4), the Corporation may carry out an evaluation of the roster member's performance during the period of the authorization, in accordance with section 22.

(6) A roster member whose authorization is revoked under subsection (3) or (4) may only reapply for a further authorization to provide duty counsel services if at least 12 months have elapsed since the revocation.

Factors for refusal

20 (1) Notwithstanding that a roster member meets the minimum experience requirements set out in Division 2 or 3, the Corporation may refuse to grant an authorization to provide duty counsel services, or to renew such an authorization, if the Corporation has determined that there is already a sufficient number of authorized roster members to meet local demands.

(2) In making its decision to grant or renew an authorization, the Corporation may consider other related factors, including but not limited to the following:

- (a) the local conditions, including overall staffing and the per-diem requirements of the particular Court;
- (b) the needs of the clients in the district or part of a district;
- (c) budgetary or financial factors.

Provisional period

21 A roster member's authorization to provide duty counsel services in an area of law is subject to a provisional period of at least four months, or until such time as the roster member has completed five duty counsel shifts in that area of law, whichever is longer, in either of the following circumstances:

- (a) it is the first time that the roster member is authorized to provide duty counsel services in that area of law;
- (b) the roster member was previously authorized to provide duty counsel services in that area of law but did not receive a successful evaluation at the time their previous authorization was revoked under subsection 19(3) or (4).

Evaluation

22 The Corporation may evaluate a roster member's performance by taking the following factors into account in its decision to renew or revoke the roster member's authorization, including but not limited to the following factors:

- (a) the roster member's ability to provide high-quality duty counsel services, including their knowledge of substantive law, legal procedure and the specific needs of legally aided clients;
- (b) the roster member's conduct as duty counsel, including their compliance with the Corporation's policies, procedures and administrative requirements;
- (c) the roster member's ability to manage a high volume of clients, their client relations and the quality of service they provided;
- (d) the roster member's punctuality and availability to provide duty counsel services;
- (e) the roster member's ability to utilize the Corporation's data management and other software;
- (f) the roster member's conduct when providing certificate services, including their history in respect of compliance, investigations, audits and complaints.

DIVISION 2

DUTY COUNSEL

Minimum experience – Criminal Court (Adult) and Criminal Court (Youth) Duty Counsel

23 To be authorized to provide legal aid services as duty counsel in criminal court (adult) and criminal court (youth), a roster member must be authorized in accordance with Division 1 of Part 2 to provide certificate services in general criminal law and must have completed the following minimum experience within the last three years before applying for the authorization:

- (a) three contested judicial interim release hearings;
- (b) three guilty pleas or criminal trials;
- (c) three criminal sentencing hearings;
- (d) six hours of Continuing Professional Development in criminal law.

Minimum experience – Family Court Duty Counsel and Advice Lawyer

24 To be authorized to provide legal aid services as duty counsel and advice lawyer in family court, a roster member must be authorized in accordance with Division 1 of Part 3 to provide certificate services in family law and must have completed the following minimum experience within the last three years before applying for the authorization:

- (a) representation at two or more family law trials or contested family law matters;
- (b) representation at two or more child protection hearings;
- (c) representation at two or more *Family Responsibility and Support Arrears Enforcement Act, 1996* enforcement proceedings;

- (d) preparation of two or more family law motions, applications or pleadings or any combination of them;
- (e) representation at two or more family law motions;
- (f) negotiation of two or more family matters to settlement, including drafting of Minutes of Settlement;
- (g) representation of clients who face domestic violence, including by representation of such clients in five family law matters in which the client has disclosed domestic violence;
- (h) six hours of Continuing Professional Development in family law.

DIVISION 3

DUTY COUNSEL — ADVICE LAWYERS

Minimum requirements – domestic violence advice lawyer

25 To be authorized to provide legal aid services as a domestic violence advice lawyer, a roster member must meet the following minimum requirements within the last three years before applying for the authorization:

- (a) be authorized to provide certificate services
 - (i) in family law in accordance with Division 1 of Part 3, or
 - (ii) in general immigration and refugee law in accordance with Division 1 of Part 4;
- (b) have represented clients in five family law matters or five general immigration and refugee law matters, as applicable, in which the client has disclosed domestic violence.