

RCIC CODE OF PROFESSIONAL ETHICS



TM/MC

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

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ARTICLE 1. INTENTION OF CODE**1.1 Purpose**

1.1.1 This Code sets standards of conduct for Members, the fair and efficient enforcement of which should protect the public from unethical or incompetent practice by Members.

1.2 Discipline for Non-compliance

1.2.1 This Code is binding on all Members. Members who fail to comply with this Code will be subject to disciplinary proceedings.

ARTICLE 2. INTERPRETATION**2.1 Interpretation Consistent with By-laws and Regulations**

2.1.1 The interpretation of this Code shall be consistent with the ICCRC's By-laws and Regulations in force at the time of the conduct complained of, unless the context otherwise requires.

2.2 Defined Terms

In this Code:

2.2.1 Terms used in this Code have the same meaning as the same terms used in the ICCRC By-laws and Regulations unless defined differently.

2.2.2 "By-laws" mean the By-laws of ICCRC.

2.2.3 "Conduct Unbecoming a Member" means conduct

(A) in the Member's professional capacity that is

- (i) not specifically prohibited in this Code;
- (ii) substantially similar to conduct that is specifically prohibited in this Code, or;
- (iii) taking advantage of a person's vulnerability due to age, inexperience, lack of education or ill health to the detriment of that person, with or without any benefit to the Member.

(B) in the Member's personal capacity that is relevant to the Member's professional capacity, including:

- (i) dishonesty, breach of trust or fraud, even in the absence of any criminal or civil proceeding;
- (ii) committing a criminal act or other statutory offence, whether or not convicted of it, that demonstrates the Member's lack of trustworthiness or mental or emotional stability.

2.2.4 "Designated Legal Regulatory Body" means a law society of a province or territory or the Chambre des notaires du Québec.

- 2.2.5 “IRB” means the Immigration and Refugee Board and any of its staff, branches or divisions.
- 2.2.6 “Member Under Suspension” means a Member of ICCRC whose license to practice has been suspended, but not revoked.
- 2.2.7 “Officer” means any person or class of person designated as Officers by the Minister to carry out any purpose or any provision of the IRPA or the Citizenship Act.
- 2.2.8 “Practice” means professional work undertaken by a Member in connection with any application or proceeding, or potential application or proceeding, under the IRPA or the Citizenship Act.
- 2.2.9 “Professional Misconduct” means conduct in the Member’s practice that is inconsistent with this Code, including:
- (i) breaching or attempting to breach any requirement of the IRPA or the Citizenship Act;
 - (ii) recklessly or wilfully attempting to mislead any employee or agent of ICCRC investigating a complaint against the Member or any other person, or knowingly withholding any relevant information or document in such an investigation;
 - (iii) knowingly assisting or inducing an Employee or Agent of a Member to engage in conduct prohibited by clause 2.2.9 (i) or (ii);
 - (iv) misappropriating or otherwise dealing dishonestly with money or property in connection with a Member’s practice;
 - (v) offering, promising, stating or implying that the Member will influence any government agency or official to make a positive decision in any immigration matter;
 - (vi) offering, promising, stating or implying that using or continuing to use the services of the Member will result in a favourable exercise of discretion by IRCC;
 - (vii) clauses 2.2.9 (vi) and (vii) do not prevent a Member from promoting or advertising an ability to advocate on behalf of his or her client, to try to influence a positive decision or exercise of discretion;
 - (viii) engaging in any non-educational, remunerative activity in furtherance of the Member’s practice while having the status of Member Under Suspension. For greater certainty, the Member may take professional development courses during the suspension period.

ARTICLE 3. DUTY OF GOOD FAITH

3.1 Duty of Good Faith

- 3.1.1 Every Member shall discharge, in good faith, all responsibilities to Clients, government agencies, the IRB, colleagues, and any others affected in the course of the Member’s practice.

ARTICLE 4. DUTY TO THE ICCRC AND ITS MEMBERS**4.1 Compliance and Reporting Obligation**

4.1.1 Under section 27.1 of the By-law, a Member shall be familiar with, comply with and report breaches of the By-laws, Regulations, or *RCIC Code of Professional Ethics*, and the rules and standards established or adopted by the Board from time to time. Wherever possible and appropriate, the Member shall first request an explanation or more information from the individual whose conduct, status or capacity is in question, if that will help the Member decide whether there is any obligation to report.

4.2 Prohibition Against False or Misleading Public Statements

4.2.1 A Member shall not make a public statement about another RCIC in his/her capacity as a Member, about the ICCRC itself, or about any employee or other person retained by the ICCRC, that is false or misleading in the general impression it gives. If the Member makes such a public statement and attempts to conceal the Member's identity that increases the seriousness of the offence.

4.3 Duty of Civility

4.3.1 A Member shall be courteous and civil in all professional dealings with the courts, the IRB, government Officers or officials, clients, Members, Agents and the ICCRC itself.

ARTICLE 5. DUTY OF COMPETENCE**5.1 Duty of Continuing Competence**

5.1.1 A Member shall at all times continue to be competent to perform any services the Member undertakes for a Client in the Member's practice, and shall not undertake any task or service that the Member is not fully competent by knowledge and experience to handle. A Member shall perform all services on behalf a Client competently.

5.2 Nature of Competence

5.2.1 To be competent includes:

- (i) understanding, and being able to interpret and apply, the statutes, regulations, relevant judicial decisions and interpretations of the federal and provincial laws, policies and administrative practices applicable at the time to the matter undertaken on behalf of a Client;
- (ii) to present oral and written arguments on behalf of the client; and
- (iii) to be familiar with the regulatory requirements of the ICCRC.

5.3 Obligation if Not Competent

5.3.1 A Member who lacks the knowledge and experience to complete a task or service in compliance with Articles 5.1 and 5.2 shall either decline to act or obtain the Client's consent to retain,

consult or work with another person who is competent and licensed to perform that task or service.

ARTICLE 6. QUALITY OF SERVICE

6.1 Maintenance of Quality Service

6.1.1 A Member must, at all times, use best efforts to:

- (i) meet all applicable deadlines;
- (ii) conduct Client affairs in an efficient, cost-effective manner;
- (iii) communicate with the Client at all necessary stages of a matter in a timely and effective way;
- (iv) engage an interpreter or other help when necessary for competent service; and
- (v) pursue the appropriate professional development training to maintain and enhance knowledge and skills.

6.2 Delivery of Client Documents

6.2.1 If a Member needs to deliver Client documents to IRCC or any other government or government agent, the Member shall make best efforts to ensure that:

- (i) the documents to be delivered are completed properly and signed, if required;
- (ii) the package of documents is complete; and
- (iii) the documents are delivered to the right addressee, in the right place, and before any applicable deadline.

6.3 Responsibility for Agents and Staff

6.3.1 A Member is responsible for the acts or omissions of the Member's Agents and Employees carried out in the course of their duties, and shall ensure that all Agents and Employees conduct themselves in accordance with this Code and all relevant Regulations of the ICCRC.

ARTICLE 7. ADVISING CLIENTS

7.1 Honesty and Candour Required

7.1.1 A Member must be honest and candid when advising Clients.

7.2 Response to Illegality

7.2.1 When a Member is employed or retained and asked to do anything the Member knows or ought to know is dishonest, fraudulent or otherwise illegal, the Member shall:

- (i) advise the person from whom the Member takes instructions that the proposed conduct would be dishonest, fraudulent or illegal, and should be stopped; and

- (ii) if, despite the advice, the person still intends to pursue the proposed course of conduct, withdraw from acting in the matter, in accordance with Article 11.

ARTICLE 8. DUTY TO MAINTAIN CONFIDENTIALITY

8.1 Maintenance of Confidentiality

8.1.1 A Member shall hold in strict confidence, at all times, all information concerning the personal and business affairs of a Client, and shall not disclose such information unless:

(A) the disclosure is:

- (i) expressly or impliedly authorized by the Client;
- (ii) required by a Canadian court; or
- (iii) required by a statute or regulation of Canada; or

(B) the Member has a bona fide belief that the disclosure is required by a provincial law.

8.2 Confidentiality Survives Retainer

8.2.1 A Member shall preserve the confidentiality of the Client's information indefinitely, even after the Member has finished acting for the Client.

8.3 Protection of Confidential Information

8.3.1 A Member shall take all reasonable steps to ensure the privacy and safekeeping of a Client's confidential information. The Member shall keep the Client's papers and other property out of sight, as well as out of reach, of those not entitled to see them.

8.4 Disclosure Prohibited

8.4.1 A Member shall not disclose the fact of having been consulted or retained by a person unless the nature of the matter requires such disclosure or is authorized by the Client.

8.5 Exception for Defence of Allegations

8.5.1 The Member may disclose confidential information, to the extent necessary, to defend allegations made against a Member in a court or administrative tribunal (including any disciplinary proceeding of the ICCRC), if it is alleged that the Member or the Member's Agents or Employees have:

- (i) committed an offence involving a Client's affairs;
- (ii) incurred civil liability in a matter involving a Client's affairs; or
- (iii) engaged in conduct that is contrary to the Code.

8.6 Exception for Collections

8.6.1 A Member may disclose confidential information in a court of law to establish or collect professional fees or disbursements.

ARTICLE 9. CONFLICTS OF INTEREST

9.1 Prohibition Where Conflict

9.1.1 A Member shall not advise or represent parties with potentially or actually conflicting interests in an immigration matter unless, after adequate disclosure to each party, all parties consent in writing.

ARTICLE 10. THE MEMBER AS ADVOCATE

10.1 Advocacy Duties

10.1.1 When acting as the Client's advocate before government officials or the IRB, the Member should present the Client's case firmly and persuasively and within the limits of the law, while treating the IRB members, the Minister, Officers and other parties with courtesy and respect.

ARTICLE 11. WITHDRAWAL FROM REPRESENTATION

11.1 When Withdrawal Required

11.1.1 A Member shall withdraw as the Client's representative, if:

- (i) discharged by the Client;
- (ii) instructed by the Client to do something illegal or in contravention of this Code;
- (iii) the Member's continued involvement will place the Member in a conflict of interest;
- or
- (iv) the Member is not competent to handle the matter.

11.2 When Withdrawal Optional

11.2.1 A Member may, but is not required to, withdraw as the Client's representative if there has been a serious loss of confidence between the Member and Client, including if:

- (i) the Client has deceived the Member;
- (ii) the Client has failed to give adequate instructions to the Member; or
- (iii) the Client has failed to accept and act upon the Member's advice on a significant point.

11.3 Withdrawal on Other Basis

11.3.1 In situations not covered by Articles 11.1 and 11.2, a Member may withdraw as the Client's representative only if the withdrawal:

- (i) will not prejudice the Client's interests; and
- (ii) is not done for an improper purpose.

11.4 Withdrawal on Failure to Pay

11.4.1 Where, after reasonable notice, the Client fails to pay the Member's fees or disbursements as agreed, a Member may withdraw as the Client's representative unless serious prejudice to the Client would result.

11.5 Member Action Required on Withdrawal

11.5.1 Upon discharge or withdrawal, a Member shall:

- (i) deliver to the Client all documents, files and property that belong to the Client;
- (ii) give the Client all the information that may be required in connection with the matter;
- (iii) account for all funds of the Client held or previously dealt with, and refund any funds not earned during the retainer;
- (iv) promptly render an account for any outstanding fees and disbursements;
- (v) co-operate with the successor so as to minimize expense and avoid prejudice to the Client; and
- (vi) make best efforts to notify in writing, within 10 days, any government agency where the Member's name appears as representative for the Client.

ARTICLE 12. ADVERTISING AND PROMOTION OF SERVICES

12.1 Mandatory Identification

12.1.1 In any advertising or other promotion on behalf of a Member, or of a Firm in which a Member has any interest, the Member shall ensure that the Member's name as registered with ICCRC is prominently displayed at or near the beginning of the advertising or promotion. This mandatory identification applies regardless of whether the medium used is print, radio, television or the internet, and for greater certainty, includes business cards, web sites and social media.

12.2 Endorsements and Testimonials

12.2.1 A Member may use endorsements and testimonials in the Member's advertising and promotion provided that any such endorsement or testimonial:

- (i) has actually been given by a Client or former Client;
- (ii) is true and accurate; and
- (iii) has been reviewed and approved in writing for public use by the Client or former Client.

12.3 Use of the ICCRC's Designation and Logo

12.3.1 A Member shall use the ICCRC's designation and the ICCRC's logo only as may be permitted by an ICCRC policy or Regulation, and only in compliance with Clause 12.1.

ARTICLE 13. ERRORS AND OMISSIONS

13.1 Errors and Omissions Insurance Required

13.1.1 Every Member shall maintain errors and omissions insurance of no less than the minimum amount required by the ICCRC from time to time.

13.2 Required Action upon Discovery of Something that May be Damaging to a Client

13.2.1 If a Member discovers that he or she has done something, or failed to do something, that is or may be damaging to a Client and that cannot be corrected readily, the Member shall:

- (i) promptly and fully inform the Client of what was done or not done, without admitting or characterizing this as an error or omission;
- (ii) promptly recommend that the Client obtain a lawyer's advice concerning any rights the Client may have arising from the Member's action or inaction;
- (iii) promptly and fully inform his or her errors and omissions insurance provider;
- (iv) promptly and fully inform the ICCRC that the errors and omissions insurance provider has been informed; and
- (v) decide, in accordance with Article 11, whether the Member should continue to represent for the Client.

ARTICLE 14. RESPONSIBILITY TO ICCRC AND OTHERS

14.1 Maintenance of Contact Information

14.1.1 A Member shall immediately notify the ICCRC and Clients of any changes in contact information, including business address, telephone, fax (if available) and email address.

14.2 Obligation to Respond to the ICCRC

14.2.1 A Member shall reply promptly to any communication from the ICCRC.

14.3 Restriction on Communicating with Complainant

14.3.1 A Member shall not communicate directly or indirectly with a person who has made a complaint to the ICCRC about that Member, or with the superior of such a person, without the prior written consent of the ICCRC, and then only in compliance with the terms of such consent.

ARTICLE 15. ADDITIONAL RESPONSIBILITY OF MEMBERS PRACTISING IN THE PROVINCE OF QUÉBEC15.1 Dealings with the Government of Québec

15.1.1 A Member practicing in the Province of Québec having any dealings with the Government of Québec on immigration-related matters shall adhere to *An Act Respecting Immigration to Québec*, including French language requirements and knowledge of relevant Québec laws.

15.2 Non-Adherence to An Act Respecting Immigration to Québec

15.2.1 A Member practicing in the Province of Québec who does not adhere to the *Act Respecting Immigration to Québec* shall, in any federal proceeding where a Québec immigration matter arises, direct Clients to seek advice and/or representation about Québec legislation and programs from another Member or member of a Designated Legal Regulatory Body, who meets the requirements of the Québec immigration legislation.

15.3 Violation of Québec Immigration Laws

15.3.1 A Member who commits any violation of the Québec immigration laws shall be deemed to have engaged in Professional Misconduct.