

CANADA / JUDGMENT

1247249 B.C. Ltd. v. Soliman

2025 BCSC 2143

COURT

Supreme Court of British Columbia

DECIDED

31 October 2025

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2025 BCSC 2143 1247249 B.C. Ltd. v. Soliman

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

1247249 B.C. Ltd. v. Soliman,

2025 BCSC 2143

Date: 20251031

Docket: S244105

Registry: Vancouver

In the Matter of the Legal Profession Act, S.B.C. 1998, c.9, s. 70

Between:

1247249 B.C. Ltd.

Client

And

Adam Soliman

Lawyer

Corrected Judgment: The text of the judgment was corrected at paragraph 23, 25, 26, 27, 33, 35, and 112 on November 10, 2025.

Before: Associate Judge Robinson

(As Registrar)

Reasons for Judgment

Representative of the Client:

A. Smith

Counsel for the Lawyer:

R. Arora

Place and Date of Hearing:

Vancouver, B.C.

May 13-14 and

October 14-15, 2025

Place and Date of Judgment:

Vancouver, B.C.

October 31, 2025

Introduction

- [1] These reasons arise from a review of the Lawyer's bills, brought pursuant to s. 70(3) of the Legal Profession Act, SBC 1998 c. 9 [the "LPA"].
- [2] The bills which are the subject of the review concern a real estate dispute involving the Client. They are dated May 1, 2023 and September 29, 2024 in the amounts of \$203,481.60 and \$22,294.98, respectively (the "Bills"). The May 2023 bill concerns the Lawyer's fees for the period beginning February 9, 2021 and ending October 28, 2022. The September 2024 bill concerns an unpaid disbursement arising from the Lawyer's engagement of an expert witness. The Lawyer also claims an entitlement to interest in the amount of \$157,485.72, in respect of its unpaid fees for the period beginning May 1, 2023 until September 30, 2025.
- [3] In all, the Lawyer seeks payment of \$383,262.30.
- [4] Of note, the Lawyer issued a prior bill for work performed before February 9, 2021 which was paid and is not in dispute.
- [5] The hearing of this review occurred over four days. Much of the evidence was received by way of affidavits. In particular, the evidence consisted of affidavits sworn by the Lawyer and an Affidavit sworn by Alan Smith, a director of the Client who appeared at the review as the Client's representative. In addition, Mohammad Doar, another director of the Client, and the Lawyer's primary contact with the Client, gave oral evidence. Each of the Affiants, as well as Mr. Doar, were cross examined in the course of the hearing.

Background

- [6] It is necessary at the outset to briefly describe the context in which the Bills have arisen.

- [7] While the precise details of the relationship between the Lawyer and Mr. Doar could not be discerned from the evidence. It is clear that the two of them had an ongoing relationship prior to the matter which is at issue.
- [8] Mr. Doar is a real estate developer and had engaged the Lawyer to provide legal services in respect of various projects prior to 2020. Their relationship went beyond that which might be expected of a lawyer and client and there appears to have been a genuine friendship between the two. This feature is, to some extent, at the heart of the present review since the relative closeness of the persons involved resulted in both parties seemingly extending courtesies and agreeing to arrangements which are not typical in a solicitor-client relationship.
- [9] Through their prior interactions, the Lawyer became a trusted advisor to Mr. Doar and was retained in late-2020. At that time, Mr. Doar, as the sole shareholder and controlling mind of the Client, had caused the Client to enter into a contract to acquire real property located at 103 Lotus Pinnatus Way, in Nanaimo, British Columbia (the "Property").
- [10] However, on or about December 7, 2020, the seller of the Property refused to complete the transaction.
- [11] This caused Mr. Doar, on behalf of the client, to involve the Lawyer. The Lawyer acted with haste to protect the Client's interests by filing a Notice of Civil Claim on December 10, 2020.
- [12] The parties entered into an express retainer agreement dated December 9, 2020 which is in evidence (the "Retainer Agreement"). The Retainer Agreement is not signed by or on behalf of the Lawyer and it is not clear when it was presented to the Client. However, it has been signed by Mr. Doar in his capacity as Director of the Client and the terms of the Retainer Agreement were not challenged or disputed.
- [13] The matter for which the Lawyer was retained eventually proceeded to trial, over 8 days, beginning on November 16, 2021 and concluding on January 6, 2022. On July 20, 2022, Justice Veenstra released his reasons for judgement. He found in favour of the Client and granted a remedy of specific performance compelling the sale of the Property on the terms set out in the contract to which the parties had agreed. Justice Veenstra's reasons for judgement are indexed at 1247249 B.C. Ltd. v. 1098212 B.C. Ltd., 2022 BCSC 1230.
- [14] Following the release of the reasons of Justice Veenstra, the seller initiated an appeal. However, that appeal was resolved by way of settlement following some negotiation between the parties.
- [15] The Property was ultimately transferred to the Client in October 2022, with the purchase price being secured by a vendor take-back mortgage provided by the seller of the Property.
- [16] In short, the result obtained by the Lawyer was an unqualified success and achieved what the Client regarded as its best possible outcome.

- [17] The Lawyer had been unpaid for work done after February 9, 2021. The non-payment arose from an agreement reached with Mr. Doar whereby the Lawyer agreed to defer and forego payment.
- [18] There is no dispute about the agreement to defer payment by the Client. However, the parties disagree as to what future event would trigger payment. The Lawyer's evidence is that he was entitled to payment of his fees once the Property was transferred to the Client. Meanwhile, the Client's evidence was that no fees were payable until the Client was able to sell the Property.
- [19] For the purposes of this review, I accept the Client's recollection of the agreement reached. However, there can be no doubt that the Lawyer's agreement to forego recovery was contingent upon being provided with security. In this regard, the evidence discloses that, in exchange for the Lawyer's forbearance, he would receive either 10% of the shares in the Client or a 10% interest in the Property.
- [20] The terms of the agreement are set out in an email from Richard Rainey, Mr. Doar's corporate solicitor, dated November 8, 2022.
- [21] Despite having reached an agreement, the Lawyer received neither any shares in the Client nor any interest in the Property. Accordingly, he takes the position that his fees are payable and that he is no longer bound by any deferral agreement.
- [22] I agree with this position. Although the Lawyer had agreed to defer payment of fees until the Client sold the Property, the Lawyer is not bound by that agreement since it was expressly conditional on the Lawyer receiving either a 10% interest in the Client or a 10% interest in the Property. That condition was not fulfilled, and as such, the Lawyer is not precluded from bringing this review.
- [23] Regarding the Lawyer's claim for equity in the Client (or the Property), I need not resolve that issue. That claim is the subject of a separate proceeding, filed on July 14, 2023 in the Vancouver Registry under action number S235024 (the "Vancouver Action"). As originally constituted, the Lawyer sought both payment of his fees as well as a 10% interest in the Property in the Vancouver Action. In furtherance of that claim, the Lawyer arranged to register a Certificate of Pending Litigation against title to the Property (the "CPL").
- [24] The registration of the CPL is central to the Client's position on this review. It contends that in registering the CPL, the Lawyer effectively destroyed the value of the result obtained at trial. This is because the CPL allegedly prevented the Client from obtaining financing necessary to satisfy its mortgage obligations and thereby prevented the Client from developing and reselling Property as intended. The Client says that as a direct and foreseeable consequence of the CPL, the Property has been foreclosed upon and is the subject of a pending Court ordered sale.

- [25] The Client has initiated a counterclaim in the Vancouver Action. While the pleadings are not entirely clear, it appears that the Client is alleging that the Lawyer engaged in extortion and that the agreement entitling him to any shares or an interest in the Property was obtained under duress.
- [26] The Vancouver Action is ongoing. However, the Lawyer's claim for unpaid fees has been stayed. On June 13, 2024, Mr. Justice Thompson granted the Lawyer leave to take out the appointment on which this review is premised and also granted leave for the hearing of this review to take place in Vancouver.
- [27] Accordingly, for the purpose of this review, I need not concern myself with issues related to the Lawyer's claim for an interest in the Property (or shares in the Client). Neither am I required to assess the propriety of the registration of the CPL or the resulting losses sustained by the Client. Those are matters to be addressed in the Vancouver Action.
- [28] My focus on this review is limited to an assessment of the Bills in accordance with the usual factors as set out in s. 71(4) of the LPA. The review is, to that extent, straightforward.

Position of the Parties

- [29] The Lawyer maintains that the Bills are reasonable and justifiable in the circumstances. He relies primarily on the relative complexity of the litigation, the result obtained and the importance of the matter to the Client. Insofar as the outstanding disbursement (in the amount of \$22,294.98) is concerned, the Lawyer concedes that it remains unpaid. Accordingly, he seeks that amount "in trust" for the expert to whom the disbursement relates.
- [30] The Client's objections are various and sundry, most of which are baseless and irrelevant to the issues I am required to consider.
- [31] First, it pointed to several instances of what it characterized as misconduct by the Lawyer in the context of the review, including the failure to provide an Affidavit of Justification by August 21, 2024 as required by the order of Registrar Gaily made at a pre-hearing conference on June 26, 2024. While there was obvious non-compliance with the pre-hearing order, the Client did not allege that it was prejudiced in any way, and I am confident in finding that there was no prejudice caused by the non-compliance.
- [32] Second, the Client made repeated reference to the Lawyer's alleged failure to properly deal with and address a consent order. As I understand it, the consent order reflected the terms on which the parties agreed to address and resolve the appeal from the Order of Justice Veenstra. The client did not provide any basis on which I was able to discern any harm or prejudice resulting from the Lawyer's alleged failings in this regard. Moreover, to the extent that there was a delay in having the settlement terms implemented, it was not significant as evidenced by the fact that the Property was transferred to the Client within three months of the Order of Justice Veenstra.

- [33] The Client's third and primary objection centered on the action taken by the Lawyer in commencing the Vancouver Action and registering the CPL. The Client effectively seeks to set-off its alleged losses arising from the CPL against the Lawyer's fees. It would be decidedly improper for me to consider this objection. The Client's losses are subject to determination in the Vancouver Action which is ongoing. It is in that context that the propriety of the CPL, and the Lawyer's actions more generally, will be determined. It is for the trial judge in the Vancouver Action to assess the merits of the Client's counterclaim and to determine what damages, if any, are appropriate. My role, sitting as registrar, is limited to an assessment of the Bills.
- [34] None of the foregoing objections have merit or require further discussion. To the extent that the Client raised a valid objection at the hearing, it concerned the amount of the Bills and the imprecise manner in which the Lawyer has described the work undertaken. However, that objection is subject to being considered against the backdrop of various admissions by the Client that the Bills are, on their face, reasonable.
- [35] In this regard, both Mr. Doar and Mr. Smith testified that, but for the initiation of the Vancouver Action and the registration of the CPL, the Client would not have objected to the Bills, and they would have been paid. Mr. Smith went to so far as to say that the Client would have been "happy" to pay the Bills and stated that there would be "no doubt" that the Bills were appropriate if the Lawyer had not, by his subsequent actions, undermined the value of the result obtained at trial and, in the process, destroyed Mr. Doar.
- [36] We are left then with a Client who has expressly acknowledged the appropriateness of the amounts sought in the Bills but who nevertheless disputes the amount of work done as a basis for reducing the amounts payable.

Discussion and Legal Principles

A. Preliminary Issue

- [37] As a starting point, I am required to determine whether there was an express agreement by the Client to pay the Lawyer \$200,000 (as reflected in the email of Mr. Rainey described herein) which serves to supplant the Retainer Agreement.
- [38] The law is clear that a settlement agreement as between a lawyer and client does not preclude the client from seeking a review unless there is an express term in the settlement agreement which waives that right. The onus is on the Lawyer to lead clear evidence of settlement accompanied by clear evidence of a waiver of the Client's right to a review under the LPA: Slater Vecchio LLP v. Cashman, 2014 BCCA 6 and Arvantis v. Slater Vecchio, 2016 BCSC 1612.

- [39] I was not presented with any of the foregoing evidence. Moreover, the Client's agreement to pay fees of \$200,000 was a term of the same agreement whereby the Lawyer agreed to defer recovery pending a sale of the Property. As indicated, the Lawyer disputes the enforceability of that agreement, and I have acceded to the Lawyer's position.
- [40] In the circumstances, having found that the agreement does not operate as a bar to the present review, I also find that the Client is not bound by its prior concession as to the reasonableness of the amount claimed. There has been no settlement which would serve to bar the present review.
- [41] The Client's undeniable willingness to enter into an agreement to pay fees totalling \$200,000 accompanied by its repeated affirmations as to the propriety of the Bills, arose in the context of settlement discussions. However, no settlement was reached. Accordingly, the Client's prior concessions are given no weight and do not affect the Client's objections or right to object on this review.

B. The Retainer Agreement

- [42] On a review under the LPA, the burden of proving the retainer, and the terms of the retainer, rests upon the lawyer: *Mackoff & Company v. Grewal*, 2015 BCSC 1726 at para. 27.
- [43] Section 71(2) of the LPA provides that the registrar must allow fees, charges and disbursements reasonably necessary and proper to the conduct of the proceeding, or those authorized by the client, whether or not the services were reasonably necessary and proper to conduct the proceeding or business to which they relate.
- [44] Where the fee dispute arises from a written retainer agreement, that agreement ought to be the starting point of any analysis: *Mide-Wilson v. Hungerford Tomyne Lawrenson and Nichols*, 2013 BCCA 559 at para 72.
- [45] Here, the proof of the retainer is not in dispute. As discussed, the parties agreed to the Retainer Agreement which provides that the Lawyer's fees will be assessed on an hourly rate of \$300. It further provides that the Lawyers will bill the client at regular intervals, being either bi-weekly or monthly. Regarding disbursements, the Retainer Agreement affords the Lawyer discretion to either require the client to pay directly or to pay on behalf of the Client and subsequently seek reimbursement. With respect to interest, it provides:

We may charge interest at an annual rate of 24% compounded monthly on the last day of each month (equivalent to 26.82% compounded annually) on the cumulative outstanding balance of all accounts outstanding more than 23 days after the date each account was rendered. If payment is not received within 23 days of rendering your account interest may be charged from the date the account was rendered

C. Fees

- [46] The Lawyer contends that the Bills accord with the Retainer Agreement. The Bills indicate that the lawyer expended a total of 605.6 hours over a period of approximately 21 months (February 2021 to October 2022). The Bills seek payment based on an hourly rate of \$300.
- [47] However, the role of the Registrar is not to uncritically accept the time entries as set out on a bill and check the accuracy of the math employed. The Court has a responsibility to determine whether the fees charged were reasonable or necessary. This determination necessitates a consideration of the factors enumerated at s. s. 71(4) of the LPA which provides:
- (4) At a review of a lawyer's bill, the registrar must consider all of the circumstances, including
 - (a) the complexity, difficulty or novelty of the issues involved,
 - (b) the skill, specialized knowledge and responsibility required of the lawyer,
 - (c) the lawyer's character and standing in the profession,
 - (d) the amount involved,
 - (e) the time reasonably spent,
 - (f) if there has been an agreement that sets a fee rate that is based on an amount per unit of time spent by the lawyer, whether the rate was reasonable,
 - (g) the importance of the matter to the client whose bill is being reviewed, and
 - (h) the result obtained.
- [48] The foregoing factors guide my analysis on this review.
- [49] Regarding the first factor, the Lawyer conceded that the issues involved in his retainer were not novel. The dispute concerned an alleged breach or anticipatory breach of contract relating to real property. However, he argued that the relief sought and ultimately obtained added a layer of complexity to the proceeding that was relatively uncommon. In this regard, the Lawyer emphasized the fact that he sought and successfully obtained an order for specific performance on behalf of the Client. This result required overcoming the presumptive remedy of damages for breach of contract.
- [50] For its part, the Client downplayed the complexity of the litigation and argued that it had a strong case. The implication of this being that the outcome was never seriously in doubt.
- [51] I do not accept the Client's contention. A cursory review of the decision of Justice Veenstra. leaves no doubt as to the relative complexity of litigation. The reasons for judgement are extensive, spanning more than 250 paragraphs. The Lawyer was required to adduce evidence and to make submissions on an array of contractual and equitable principles.

- [52] The second factor concerns the skill, specialized knowledge and responsibility of the Lawyer. In this regard, it was pointed out that the Lawyer is engaged in a hybrid practice which combines litigation with solicitor's work. It was argued that this provided him with the skills to articulate the Client's position as an advocate while understanding the nuances of real estate transactions. It was also pointed out that the Lawyer is fluent in Arabic, which is the first language of Mr. Doar and was necessary to properly give advice and receive informed instructions.
- [53] While the client did not seek to minimize the Lawyer's abilities or acumen, it argued that given the relative simplicity of the dispute, no particular skill set was required in this context.
- [54] Once again, I disagree with the Client. I am satisfied that the Lawyer was required to employ and did employ a high level of skill in prosecuting the litigation. His experience as both a litigator and a solicitor undoubtedly imbued him with insight that other qualified lawyers may lack. That fact, coupled with his ability to overcome a language barrier than may have otherwise impacted another lawyer's ability to provide the same level of service results in me finding that this factor favors the Lawyer.
- [55] In terms of the Lawyer's character and standing in the profession, the Lawyer was admitted to the Bar of British Columbia in 2015. Accordingly, at the outset of this retainer he had been practising for less than 6 years. Throughout that time, he had generally operated his own practice. Initially, until approximately 2019, he was the principle of Lonsdale Law, a law firm which employed a total of six lawyers and 25 support staff members.
- [56] Financial matters resulted in the closure of Lonsdale Law sometime in 2019. Thereafter, he resumed practice as a sole practitioner. He continues to practice in that capacity.
- [57] The Lawyer conceded that the litigation to which this review relates was the most significant litigation in which he had been involved. It was also the longest trial in which he had been involved. This to say that while there was nothing negative about the Lawyer's character or standing in the legal profession, neither did he have a well of experience from which to draw.
- [58] The amount involved is a significant factor in this context. The Property was described by Mr. Smith in his evidence as a "goldmine". It was the Property's value which prompted the litigation and which compelled the Client to seek specific performance since it was of the view that its acquisition would lead to profitability of several million dollars.
- [59] Mr. Doar testified that it was his intention to develop the Property whereupon he expected that it would generate sufficient profit to facilitate his retirement. Despite Mr. Doar's experience as a real estate developer, he acknowledged that the Property represented his single largest undertaking.
- [60] Both parties agreed that the amount involved was significant.

- [61] The fifth factor requires me to assess the time reasonably spent. This is the most contentious factor.
- [62] A review of the Bills evokes immediate concerns. It appears that the Bills were prepared by the Lawyer after the retainer had come to an end and the Lawyer was intent on pursuing recovery. In this regard, it appears that the Lawyer was content with the arrangement that the parties had clearly contemplated during the currency of his retainer which would have resulted in him receiving \$200,000 (secured by way of a shareholder's loan) plus an additional "reward" in the form of either an interest in the Property or an interest in the shares of the Client. It was not until that arrangement failed to materialize that the lawyer appears to have prepared the Bills and in doing so, he appears to have recreated various time entries to result in fees of roughly \$200,000.
- [63] I say this because the Bills, on their face, are missing time entries one would expect to see. As examples, the Bills do not reflect any time having been expended on January 6, 2022 (the final day of the trial before Justice Veenstra). Moreover, the Bills do not reflect time expended in association with a further appearance before Justice Veenstra on August 24, 2022 which addressed the issue of costs arising from the trial. The costs decision is indexed at 2022 BCSC 1755.
- [64] Had the time been recorded contemporaneous to the work performed, surely work on those dates would be reflected.
- [65] I am further troubled by the fact the Bills include multiple instances of what is often called "block billing". They reference periods of time (as opposed to specific dates) on which the Lawyer performed multiple, and in some cases unrelated, tasks to which a significant block of time is allotted. As examples, the May 2023 Bill includes the following time entries:

Date

Description

Time

6 March 2021 - 18 March 2021

Prepared Plaintiff List of Documents, correspondence with client and with opposing counsel, prepared Appointment for Examination, correspondence with Reportex, review documents, draft consent Order regarding security for costs, attendance to filing of consent order, preparation of subpoena to witness and correspondence with the two realtors

70.5

2 April 2021 to 9 April 2021

Preparation and Attendance of Examination for Discoveries including the following: review of all listed documents, correspondence with client, prepared letter to client re examination for discoveries, preparation of client for examination, preparation of questions to opposing party, attendance at examination for discovery on April 9, 2021

64

22 October 2021 to 29 October 2021

Preparation for Trial

78

5 November 2021 to 15 November 2021

Preparation for Trial including all correspondence with client, expert witness, review of documents, legal research, correspondence with opposing counsel review of pleadings, draft written submissions and all other ancillary matters related to the preparation of trial (sic)

119

August 16, 2022 to October 28, 2022

Receipt of Notice of Appeal CA48484, correspondence and discussions with client, preparation of Notice of Appearance and serving same on opposing counsel, correspondence and conference call with Appeal counsel, legal research with respect to appeal basis, receipt and review of Appeal Record, receipt of Notice of Settlement or Abandonment

32.5

- [66] The notable absences, combined with the vague descriptions of work done over extended time-frames causes me to conclude that the Bills reflect an after-the fact reconstruction by the Lawyer - in some cases more than two years later, and more than six months after the retainer ended, in October 2022.
- [67] For this reason, the Bills are subject to scrutiny since the various time entries cannot be accepted as necessarily accurate.
- [68] Regarding the time entry dated March 6 - 18, 2021, apart from the brief description set out in the foregoing, there was no evidence as to what was done or why it required the expenditure of more than 70 hours. In that time period, the Lawyer's Affidavit refers to only one activity - preparation of a List of Documents. The List of Documents meanwhile is comprised of 49 documents.
- [69] Assuming the Lawyer did expend 70.5 hours during that time frame as claimed, I am unable, on the evidence to find that was a reasonable expenditure. I cannot envision a circumstance in which the various activities ought to have required more than 45 hours in total, and the Bills should be reduced by a commensurate extent.

- [70] With respect to the time entry dated April 2-9, 2021 the description indicates that 64 hours were expended on matters related primarily, but not exclusively, on examinations for discovery. The Lawyer's affidavit does not elaborate on exactly what this work entailed but the transcripts arising from those examinations are brief. The examination for discovery of the defendant's representative (conducted by the Lawyer) was less than an hour in duration and involved a total 208 questions. Meanwhile the examination of Mr. Doar as the Client's representative, occurred on the same day over a duration of less than 90 minutes, during which time he was asked a total of 220 questions.
- [71] The 2.5 hours associated with the examinations leaves 61.5 hours unaccounted for in the relevant time period. I accept that some time would have been necessary to prepare for the examinations, and I also accept that the level of preparation may have been a reason for the relative brevity of the examination of the defendant's representative. However, that alone does not explain the time spent or allow me to conclude that the time spent was reasonable. Anything more than 16 hours preparing for an examination of less than 1 hour and anything more than 12 hours preparing one's client to be examined is excessive.
- [72] Accordingly, this time entry must be reduced by 20 hours. This reduction allows for certain time expended on drafting unspecified correspondence as outlined.
- [73] The time entries dated October 22-29, 2021 and November 5-15, 2021 are subject to being considered together, since both entries are generally related to time expended by the Lawyer in preparing for trial (which began on November 16, 2021). As well, they must be considered in the context of time entries on November 1, 2, 3, and 4, all of which concern matters related to preparing for trial. Taken together, these various time entries disclose that in the 25 days immediately preceding the trial, the Lawyer expended a total of more than 225 hours on matters generally associated with preparation.
- [74] I accept and acknowledge that not all of the foregoing hours were spent preparing for trial. The Bills expressly reference other activities, such as exchanging correspondence, and preparing a further Amended List of Documents. For present purposes, I accept these matters were both reasonable and necessary and that the Lawyer is entitled to fees in that regard. I have appropriated 25 hours to those activities.
- [75] Regarding the remaining 200 hours, I accept that the Lawyer would have been required to draft and revise various outlines for his examination of witnesses as well as both opening and closing submissions. The importance of the litigation to the Client, coupled with the fact that the trial was the most significant litigation in which the Lawyer had ever been involved, would have necessitated meticulous preparation. However, I cannot and do not accept that the expenditure of 200 hours was reasonable. Anything more than 20 hours of preparation for each day of trial is, in my view, unreasonable.

- [76] Having regard for the fact that the trial consumed 8 days, I allow 160 hours for trial preparation. This results in the Bills being reduced by an amount commensurate with 40 hours.
- [77] The final instance of "block billing" concerns the time entry dated August 16, 2022 to October 28, 2022. On its face, this entry is concerned with matters associated with the proposed appeal from the order of Justice Veenstra. The dates reflect the date on which the Notice of Appeal and the Notice of Settlement or Abandonment, respectively, were filed.
- [78] I accept that the Lawyer was required to treat the appeal seriously. He was required not ensure that the Client's interests were properly protected. This involved more than simply filing an appearance, but also close and careful analysis of the appeal record. Moreover, time was necessarily and reasonably spent in negotiating a settlement of the appeal.
- [79] However, the lack of evidence precludes me from determining how much time was spent on each of these activities. This creates difficulty in determining whether the time expenditures were reasonable.
- [80] In the absence of evidence setting out the various time expenditures, and with an understanding that the Lawyer would have had to spend at least some time on each of the activities listed in the Bill, the fairest approach to the parties is one that assigns to each activity, the amount of time that would be required of a reasonably competent lawyer.
- [81] In this regard, receiving and reviewing a Notice of Appeal might entail 1 hour. Preparation, filing and service of a Notice of Appearance might similarly require the expenditure of 1 hour. Receiving and reviewing an Appeal Record could potentially entail 2 hours of a lawyer's time. Receiving a Notice of Settlement or Abandonment would not have required more than 0.5 hours. Taken together, these activities would have required the Lawyer to expend, at most 4.5 hours. This does not account for 28 of the 32.5 hours set out in the time entry.
- [82] Conferring and corresponding with one's client when faced with an appeal and attempting to resolve a proposed appeal can be time consuming. While no evidence was proffered as to what the conferences of correspondence involved, in my view, 12 hours is not unreasonable.
- [83] As well, I accept that the Lawyer undertook at least cursory research to ascertain the basis of the appeal and its prospect for success. It is not unreasonable to expect that this research would have involved 6 hours of his time.
- [84] Finally, consideration must be given to the correspondence with opposing counsel which ultimately culminated in a resolution of the appeal. Allocating 10 hours to this activity is entirely reasonable, in my view.
- [85] Accordingly, notwithstanding the unsatisfactory manner in which the time entry dated August 16, 2022 to October 28, 2022 is expressed, I find that the 32.5 hours spent over that time period was both reasonable and necessary.

- [86] Little needs to be said in respect of the remaining factors.
- [87] The Lawyer's hourly rate of \$300 was eminently reasonable having regard for his experience and the sophistication of the litigation involved.
- [88] The importance of the matter to the client is incapable of being overstated. The Client saw significant value in the Property and was intent on an order for specific performance which it saw as the best means of realizing that value. It was apparent that the financial viability of the Client (and by extension, Mr. Doar) was at stake in this dispute.
- [89] Finally, the result obtained was an unmitigated success from the perspective of the Client. It not only prevailed at trial, but in doing so, it obtained the result for which it was hoping - an order for specific performance. This outcome was not a foregone conclusion and reflects the efforts and skills of the Lawyer.
- [90] Taking the foregoing into account, I find that the Bills should be reduced by \$25,650. This amount reflects a reduction of 85.5 hours at a rate of \$300 hours. Assuming that such hours were expended, it is my view that they were neither reasonable nor necessary and that the Bills should be reduced to reflect this determination.

D. Disbursements

- [91] There is only one disbursement in dispute, and it concerns an invoice dated June 20, 2023 in the amount of \$22,294.98 (inclusive of interest in the amount of \$3,559.70). The invoice was issued by Anita Mohan Aggarwal and concerns the provision of an expert report addressing the value of the Property.
- [92] The opinion would have potentially been necessary if Justice Veenstra had not ordered specific performance, since it would have set out a basis on which the Client's loss could be measured. As it happened, the report was not relied upon at the trial of the underlying litigation.
- [93] Nonetheless, I am satisfied that it was a reasonable and necessary expense. Moreover, it was an expense that was expressly authorized by the Client. Indeed, the Client's objection to the disbursement is unrelated to its reasonableness or necessity. Instead, the Client's objection owes to the fact that the Lawyer arranged for Ms. Aggarwal to modify the terms of her engagement and to bill the client directly for services rendered.
- [94] In this respect, there is no dispute that when Ms. Aggarwal was initially retained, she was retained by the Lawyer directly. Her first invoice, in the amount of \$15,000 was paid by the Lawyer on the Client's behalf. When her subsequent invoice was issued, the Lawyer sought payment from the Client, and when the Client refused, the Lawyer had Ms. Aggarwal reissue her invoice naming the Client as payor.

- [95] While this is not a practice that the court endorses, there cannot be any real doubt that the obligation to pay the costs associated with Ms. Aggarwal's retainer ultimately belongs to the Client. If the Lawyer had paid those costs, he would have been entitled to seek reimbursement from the Client.
- [96] Here, however, the Lawyer has not paid the outstanding invoice. Accordingly, the Lawyer cannot properly seek reimbursement. However, that is not a barrier in this context. If the disbursement is approved as being both necessary and reasonable, I can order that the amount payable be paid to the Lawyer, in trust for Ms. Aggarwal.
- [97] Here, I am satisfied that Ms. Aggarwal was retained with the knowledge of the Client and for the benefit of the Client. The retainer was necessary to ensure that the Client was properly prepared for the very important litigation in which it found itself. Ms. Aggarwal issued an invoice for which the Client is ultimately responsible.
- [98] The total amount charged by Ms. Aggarwal was \$32,808.71, plus taxes in the amount of \$926.57. Of that amount, \$15,000 has been paid, leaving a balance owing of \$18,735.20. The invoice also seeks interest in the amount of \$3,559.70. Accordingly, the cumulative outstanding amount is \$22,294.98.
- [99] In my view, the entirety of this amount is payable by the Client and must be paid to the Lawyer, in trust for the benefit of Ms. Aggarwal and in satisfaction of her invoice dated June 20, 2023.

E. Interest

- [100] As indicated at the outset, the Lawyer asserts an entitlement to interest calculate at the rate stipulated in the Retainer Agreement - 24% per annum, compounded monthly.
- [101] Section 73(3) of the LPA addresses interest, as follows:
- (3) If a registrar gives a certificate under subsection (2), the registrar must add to the amount certified an amount of interest calculated
 - (a) on the amount the registrar has allowed the lawyer for fees, charges and disbursements, exclusive of the costs of the review,
 - (b) from the date the lawyer delivered the bill to the date on which the certificate is given, and
 - (c) at the rate agreed to by the parties at the time the lawyer was retained or, if there was no agreement, at the same rate the registrar would allow under the Court Order Interest Act on an order obtained by default.

[102] Here, the Retainer Agreement clearly addresses interest as set out above. While I am satisfied that the Court has discretion to depart from the express terms of the Retainer Agreement, special circumstances are necessary for the exercise of that discretion. The mere fact that the contractual interest rate is relatively high is not, in my view a sufficient special circumstance.

[103] Accordingly, it is appropriate to allow interest, at an annual rate of 24% (compounded monthly) on the fees which I have allowed, from May 1, 2023 until September 30, 2025 as claimed.

Conclusion

[104] As set out in the foregoing, based on the factors set out in s. 71(4) of the LPA, I find that the Lawyer is entitled to fees in the amount billed, less \$25,650. This amount is deducted from the unpaid fees of \$203,481.60, leaving a balance payable by the Client of \$177,831.60.

[105] In addition, the Lawyer is entitled to interest on that amount calculated at an annual rate of 24% and compounded monthly. I have calculated the total interest owing at \$137,969.70.

[106] Finally, I allow the disbursement related to the retainer of Ms. Aggarwal as claimed. The total amount (inclusive of taxes and interest) of \$22,294.98 is payable by the Client to the Lawyer in trust for Ms. Aggarwal.

[107] I have assessed the Lawyer's cumulative entitlement at \$338,096.28.

[108] With respect to costs, s. 72(1) of the LPA provides that the costs of a review must be paid by the lawyer whose bill is reviewed "if 1/6th or more of the total amount of the bill is subtracted from it", or by the client "if less than 1/6th of the total amount of the bill is subtracted from it".

[109] In this regard, the Bills sought payment of fees in the amount of \$203,481.60. My assessment has resulted in less than 1/6th of that amount being reduced from the Bills. Accordingly, the Lawyer has a prima facie right to costs pursuant to s. 72(1)(a) of the LPA. Absent further submissions from the parties, the Lawyer's costs are to be assessed on the basis of the Tariff in Appendix B of the Supreme Court Civil Rules, B.C. Reg. 168/2009 governing party-and-party costs.

[110] If the parties are unable to agree on costs, they may set an appointment to appear before me to address that issue.

[111] On the other hand, if they are able to agree on costs, I direct Mr. Arora, counsel for the Lawyer, to prepare a certificate of fees in Form 65, showing that the total amount owing to the Lawyer is \$338,096.28, plus whatever the parties agree are the Lawyer's costs, and submit it to the registry for my signature.

[112] Finally, as a term of this Order, I require the parties to bring these reasons for judgement to the presider at the trial of the Vancouver Action since the result herein may have some bearing on the outcome of that proceeding.

"Associate Judge Robinson"

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