

CANADA / JUDGMENT

Yilmaz v. Dhugga

2026 BCSC 419

COURT

Supreme Court of British Columbia

DECIDED

28 January 2026

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2026 BCSC 419 Yilmaz v. Dhugga IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: Yilmaz v. Dhugga, 2026 BCSC 419 Date: 20260128 Docket: M213089 Registry: Vancouver Between: Ozgur Yilmaz Plaintiff And Surjit Singh Dhugga and Warren Bradley Weir Defendants Before: The Honourable Madam Justice Sharma Oral Reasons for Judgment (re Application to Strike Solicitor's Lien) In Chambers The Plaintiff, appearing in person: O. Yilmaz Counsel for the application respondent Eric Goodman: T.R. O'Mahony Place and Date of Trial/Hearing: Vancouver, B.C. January 28, 2026 Place and Date of Judgment: Vancouver, B.C. January 28, 2026

- [1] THE COURT: This is a notice of application brought by the plaintiff against his former lawyer, Eric Goodman. The plaintiff seeks to strike out or stay a solicitor's lien and certain other relief. However, the plaintiff, who is representing himself, very much focused on what he said was the irregularity and the nullity of the lien itself.
- [2] The background is not in dispute. There was a breakdown in the relationship between the plaintiff and Mr. Goodman, and Mr. Goodman ended up withdrawing as his counsel.
- [3] Some time later, the matter for which Mr. Goodman previously represented the plaintiff settled. The plaintiff's argument is that there is no property to which the lien can properly attach and, therefore, it is invalid. He submits this issue must be decided by a justice before any registrar's hearing, because he says it nullifies it.
- [4] He relies on s. 79 of the Legal Profession Act, S.B.C. 1998, c. 9: Lawyer's right to costs out of property recovered 79 (1) A lawyer who is retained to prosecute or defend a proceeding in a court or before a tribunal has a charge against any property that is recovered or preserved as a result of the proceeding for the proper fees, charges and disbursements of or in relation to the proceeding, including counsel fees.
- (2) Subsection (1) applies whether or not the lawyer acted as counsel.
- (3) The court that heard the proceeding or in which the proceeding is pending may order the review and payment of the fees, charges and disbursements out of the property as that court considers appropriate.
- (4) Sections 70 to 73 apply to a review under subsection (3) of this section.

- (5) If the proceeding referred to in subsection (1) was before a tribunal, the lawyer may apply to the court for an order under subsection (3).
- (6) All acts done and conveyances made to defeat, or that operate or tend to defeat, the charge are void against the charge, unless made to a bona fide purchaser for value without notice.
- (7) A proceeding for the purpose of realizing or enforcing a charge arising under this section may not be taken until after application has been made to the appropriate court for directions.
- [5] The wording of s. 79 is important. The phrase "a lawyer who is retained" was clearly met: there is no question that a lawyer was retained, and in this case, the lawyer was retained to prosecute the plaintiff's claim. That retained lawyer has a charge against any property that is recovered or preserved as a result of the proceeding for proper fees, charges, disbursements, etc.
- [6] On a plain grammatical reading of the section and from a common-sense perspective, I do not agree with the plaintiff's interpretation. He suggests that because the lawyer withdrew before there was a settlement, there can be no recovery of property to which a lien could attach. If it was the case, then there would be many people who would fire their lawyer on the eve of getting a settlement and then claim they do not have to pay the fees. That is the common-sense context in which I interpret the section, but in my view, the words themselves are extremely clear.
- [7] The plaintiff also referred to *Hosseini v. Chernoff*, 1999 BCCA 386 at para. 26. With respect, he has taken that passage out of context. The most important thing to know about that case is that it was a completely different situation. The solicitor was trying to charge property of the opposing party, not the party that had retained him. The Court of Appeal stated the chamber's judge was wrong not to discharge the lien in that circumstance. The property or funds to which the lien purported to attach was not what the lawyer had been asked to prosecute or preserve. It was, in fact, the very opposite. Those facts clearly distinguish the case.
- [8] Mr. Goodman's counsel also referred to *Albion Securities Co. Ltd. v. Nathanson*, 2003 BCSC 232, for the well-known proposition that there is a high bar to discharge a solicitor's lien. At para. 29, the court stated that "[u]nless it can be said that there is little or no possibility that the Respondents will be entitled to further fees and disbursements over and above what has already been paid", the assessment proceeding before the registrar is the appropriate forum to hear the challenge that was brought in that case.

- [9] In this case, there is no question that the plaintiff had a contingency agreement with Mr. Goodman, and that legal work was done on his behalf. There may very well be a dispute about how much work was done and what the disbursements are. Certainly, the plaintiff made some reference to those things. However, I am unable to find that there is no chance that additional fees might be owing, so the plaintiff has not met the burden to discharge the lien.
- [10] I will add that I am giving the relief now because the parties are both here, but I suspect the same relief could have been sought before the registrar, although I do not go so far as to make that finding.
- [11] I dismiss the application to discharge the lien.
- [12] Any further issues about the lien or the amount are properly brought in front of the registrar only. Thank you. [DISCUSSION ABOUT OTHER APPLICATIONS]
- [13] THE COURT: Yes, okay, Madam Registrar, the notice of application dated November 14, 2025, and notice of application dated November 6, 2025, were not appropriately set down. What is properly in front of me and what I have dealt with is the notice of application filed January 5, 2026. [SUBMISSIONS OF THE PARTIES ON COSTS]
- [14] THE COURT: Sir, thank you for reminding me that you had wanted people to speak slowly, and I imagine I did not speak that slow. Sir, I am going to go ahead and make sure that what I said is transcribed into a written judgment. Usually, you have to order and pay for that, but I am going to go ahead and make sure that it is produced for you and the other side.
- [15] And sir, I will tell you right now, I am sorry but it will take a much longer than you could ever think to receive that, but the audio has to go to an outside agency to get it transcribed, the transcript has to come to me, I have to check it. But, that can take over a month or two. So, sir be patient. You will get the decision in writing. And, I will go ahead, and that way you have it in writing, okay? [INTERJECTION BY A PARTY]
- [16] THE COURT: So, continuing with my judgment, the respondent to the application has asked for costs payable in a lump sum payment of \$1,000. Counsel has some concern that there has been no payment of fees into court as security.
- [17] The applicant/plaintiff says that clarity was needed on the issue, so each side should bear their own costs.
- [18] I am not of the view that clarity was required. This was a straightforward matter, and the successor is entitled to their costs. I find it appropriate to award lump sum in the amount of \$1,000 payable forthwith. "Sharma J."

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