

Withdrawal of the lawyer in a case

IMPORTANT: The general legal information contained in this sheet explains the circumstances under which the lawyer may withdraw from a case. **It is not intended to provide legal advice or to replace legal advice given by a lawyer.**

Rules of professional conduct: information on [withdrawal from representation](#).

WITHDRAWAL OF THE LAWYER

Situations

A lawyer **withdraws from representation** when they stop acting for a client before the legal matter is finished. Section 3.7(1) of the [Rules of Professional Conduct](#) (*Rules*) specifies the circumstances under which a lawyer may withdraw from a case.

<p>Mandatory withdrawal</p>	<p>The lawyer must withdraw when:</p> <ul style="list-style-type: none"> • if they are discharged by the client, • if they are not competent to continue to handle the matter, • if the client asks them to act in a way that is contrary to the Rules of Professional Conduct or the by-laws, including situations involving a conflict of interest. <p>In such cases, the lawyer must withdraw immediately, even if this may prejudice the client, while providing reasonable notice when possible.</p>
<p>Optional withdrawal</p>	<p>In other situations, the lawyer may choose to withdraw:</p> <ul style="list-style-type: none"> • if they have a valid reason (e.g. a serious loss of confidence between the lawyer and the client, non-payment of fees, the client's refusal to follow important legal advice, or lack of cooperation); • if they notify the client within a reasonable time. <p>However, the lawyer may not withdraw for non-payment of fees if doing so would result in serious prejudice to the client, and the lawyer should not use the threat of withdrawal as a device to force a quick decision.</p>

<p>Withdrawal in criminal matters</p>	<p>The lawyer may withdraw when there is sufficient time between the withdrawal and the trial date to allow the client to hire another lawyer and to prepare adequately.</p> <p>Otherwise, withdrawal is permitted only:</p> <ul style="list-style-type: none"> • for non-payment of fees if an adjournment can be obtained without prejudice to the client; • for any other valid reason, with leave of the court and in accordance with the rules of procedure.
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DUTY TO GIVE PROPER NOTICE

Concept

Reasonable **notice** usually involves written **notice** to the client. The lawyer must inform the client of the withdrawal, the reasons if applicable, and ensure that **his or her interests are protected**, particularly in a litigation context where he or she must quickly retain another representative.

Reasonable notice depends on the **circumstances of the case**: status, timelines, rules of procedure and risk of harm to the client. The lawyer must comply with the legal provisions and do everything necessary to **protect the client's interests** and avoid abandoning him or her at a critical stage.

The duty to provide proper notice comes with **additional duties**: to return the client's property, to provide relevant information, to provide the final account, and to work with the new lawyer to ensure a transition that is consistent with professional obligations.

The **Legal Information Centre of Ontario** offers free confidential legal information and referral services in English and French to anyone with a legal problem who is located in Ontario. **Book an appointment online** or **call us at 1 (844) 343-7462** (toll-free) for a 30-minute legal information meeting.



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