

WHEN A CLIENT REFUSES YOUR ADVICE
ACKNOWLEDGEMENTS

Joel Kadish – Kadish Law Professional Corporation

joel@kadishlaw.com 416.636.5565 x 1

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I don't suppose this is about the perfect acknowledgement that your unhappy client will sign. This is really about protecting yourself from the client who just will not listen to your advice. Who thinks their cousin or the internet knows more than you do on any given subject.

Unfortunately, and I say that tongue in cheek, we have to start with the rules.

The rules provide, as one might imagine, that you have to be competent. That means you may have to do some research.

Have a look at Rule 3 generally

<https://lso.ca/about-lso/legislation-rules/paralegal-rules-of-conduct/rule-3>

While this applies to litigation concepts, it is very good reading:

<https://store.lsuc.on.ca/Content/pdf/2017/CLE17-00405/CLE17-00405-pub.pdf>

Particularly the paper by Andrew Lewis entitled: *Difficult Conversations*

We have said many times at the Real Estate Summit and I have heard my good friend Sid Troister say never to start a sentence with "In court.....". Whether we like it or not these are not just our musings. They are opinions that are rendered to our client.

We have seen the position that Judges often take. When the lawyer has no notes in their file, no confirming emails, they will quite often believe the client. Why? Simply because we do hundreds of transactions and the client does one. The client will have a clear recollection of when you promised a particular outcome.

So paper it. If the client won't sign the acknowledgement that you send, deliver it to them anyway. If you are acting on a joint retainer, then the acknowledgement must be sent to all clients, not just the one you "normally" communicate with.

Then reiterate what happened in a reporting letter. Do not use the software standard. Alter it to reflect the incidents. The acknowledgment you prepared at the time is your road map for the report.