

SOR/2022-128, made under s. 43(1) of the College of Immigration and Citizenship Consultants Act; in force on registration, June 10, 2022. Applies to pro bono work too (s. 3). Paraphrased; verify wording against the official text.

Definitions and core duties (ss. 1–12)

s. 1(1) Client

A person or entity who (a) signed a consultation or service agreement, (b) consults a licensee who provides or agrees to provide services, or (c) having consulted, reasonably concludes the licensee agreed to act. A client relationship can arise without a signed agreement.

s. 1(2) Conflict

A substantial risk that the licensee (a) improperly furthers own or another's interests, materially compromising duties to a client, or (b) can't serve one client without materially compromising duties to another client or former client.

ss. 4–9 Duties

Integrity and honour; no conduct unbecoming that discredits the profession (4). Loyalty, incl. avoiding conflicts (5). Honesty and candour when advising (6). Civility (7). Trust, no exploiting client vulnerabilities (8). Comply with all applicable legislation (9).

ss. 10–12

No discrimination under the Canadian Human Rights Act (10). No intimidation or coercion: undue pressure, threats, harassment, exploiting cultural norms, false claims of sanctions, baseless threats to report to police or regulators (11). Never knowingly assist or encourage dishonesty, fraud, or illegal conduct (12).

Inducements and client documents (ss. 13–14)

s. 13 Inducement

No offering inducements for referrals, and no soliciting or accepting them. Exception: paying an agent who solicits clients is allowed if the agent's name is registered with the College in advance. Recruitment fees disclosed under ss. 17(3)(d)/18(3)(d) are not inducements.

s. 14 Originals

Hold originals only to (a) copy, (b) meet a legal or government requirement, or (c) a purpose the client consented to in writing; return as soon as the purpose is achieved. On request, deliver documents and information about the client's application or proceeding.

Conflicts of interest (ss. 15–18)

s. 15

Can act despite a conflict only with written disclosure of its nature and extent plus free and informed written consent. Even with consent, don't act unless there are reasonable grounds to believe objectivity, trust, and confidentiality won't be compromised.

s. 16 Non-consentable

(a) Lending to or borrowing from a client, directly or indirectly. (b) Transactions unrelated to immigration services, unless fair and reasonable and the client confirms in writing they got independent advice. (c) Intimate relationship with a client or former client within 1 year after the agreement ends. Exception: existing spouse, or conjugal cohabitation of 1+ year before services began.

ss. 17–18 Recruitment

Offering immigration plus employment or student recruitment services to a foreign national is a conflict (student side: not if a salaried employee of the institution). Permitted only if the licensee: tells the client they needn't use one provider and gets written consent; separates services in the agreement; charges the client no fee for recruitment; discloses fees received from the employer or institution; follows applicable law; gives accurate job or program information (employment contract before work starts; tuition and refund policy).

Competence and quality of service (ss. 19–22)

s. 19

Act competently and diligently; don't provide services beyond competence or licence class. Competence includes in-depth IRPA and Citizenship Act knowledge, advocacy skills (incl. knowing when to seek an adjournment), provincial requirements, service in at least one official language, appropriate technology, and knowledge of College by-laws and policies.

s. 20 Not competent

Decline, or with client consent get help from another s. 91 IRPA / s. 21.1 Citizenship Act authorized person. Disclose the arrangement, the person's name, and scope in writing; their fees fall under s. 31(3).

ss. 21–22

Maintain knowledge for your licence class. Meet deadlines; be efficient and cost-effective; communicate promptly; show cultural sensitivity; use interpreters or translators when needed; ensure documents are properly prepared, signed, and submitted; give written status updates, notice of submissions and receipts, and copies on request. Interpreters: instruct accurate translation and confidentiality; use certified ones where certification exists.

Agreements and opinions (ss. 23–27)

s. 23 Consultation

A written consultation agreement before the initial consultation: licensee's name, registration number, contacts; client's contacts; fee (or pro bono statement); College's role; purpose and scope. Keep a copy and give one to the client.

s. 24 Service agreement

Written, before any services (or before further services after a consultation). Before signing: confirm identity and contact details (corroborate if possible), give a draft, and check for any agreement with another representative (confirm it ended in writing, or get clear instructions on shared scope). Must include (among 26 items): preliminary advice, client instructions, itemized services, time frames, fee estimate or fixed fee, disbursements, taxes, payment terms, refund policy, conflicts, return of originals, confidentiality, complaint procedure, official language, College's role and complaints process, copy of the Code given to client, and file plan if the licensee is incapacitated. Amendments must be agreed in writing.

ss. 25–26 Exemptions

ss. 23–24 don't apply to salaried employees of education institutions giving advice only, no representation, free to students, with disclosures (s. 25). The College may exempt salaried in-house employees of non-immigration businesses (s. 26).

s. 27 Futile case

If the matter is futile, unfounded, or has little hope: give a written opinion with reasons; if the client proceeds anyway, get written acknowledgement of the risks.

Confidentiality, complaints and errors (ss. 28–30)

s. 28

Confidentiality lasts indefinitely, for current and former clients. Disclose only if: client authorizes; required or authorized by law; subpoena, warrant or order; College requires it; to an assistant; to collect an account; or to defend the licensee or assistant in proceedings. Disclose no more than necessary.

s. 29

Respond promptly to client complaints about you or your staff.

s. 30 Errors

For a prejudicial error that can't readily be fixed: promptly inform the client, insurer, and Registrar; recommend the client get legal advice; confirm to the Registrar that the insurer was told; decide whether to keep acting.

Fees, trust funds and invoices (ss. 31–33)

s. 31

Fees fair and reasonable; disbursements at actual cost; overruns or new disbursements need client's written agreement; no work that unnecessarily inflates fees.

s. 32 Advance payments

Hold in trust in a client account at a College-approved institution; issue a receipt and deposit; no commingling; separate records per client; use only for the stated purpose; invoice before withdrawing; withdraw the invoiced amount within 30 days of invoicing.

s. 33

Invoice only after services are provided or disbursements made; describe services fully; issue a receipt linked to the invoice for every payment.

Termination and file transfer (ss. 34–36)

s. 34 Optional

Only with reasonable notice, for good reason (client deceived you, gave inadequate instructions, ignored advice on a significant point, didn't pay), and without serious prejudice to the client.

s. 35 Mandatory

Must terminate if: client no longer wants services; client insists on dishonest, fraudulent, illegal or non-compliant conduct after being advised it shouldn't be pursued; a conflict without s. 15 consent; or lack of competence without s. 20 help. For conflict or competence terminations, refer to another authorized person if possible.

s. 36 Afterwards

Within 30 days of completion or termination: return client property, account for funds, final invoice, refund excess trust funds. If terminated early: give needed file info, cooperate with successor, notify government of withdrawal (per its procedure, else in writing within 10 days). File transfer request: deliver within 10 business days even if fees are unpaid; if delayed beyond your control, notify both and deliver within 30 days.

Office, the College, and marketing (ss. 37–46)

ss. 37–38

Reliable office administration and records per the by-laws. Assistants must be of good character, have a copy of the Code, and not do what the licensee couldn't. Licensee supervises and is responsible; may delegate, but assistants can't give s. 91 advice or representation.

s. 39 Self-report

To the Registrar within 30 days: bankruptcy or insolvency; health issue or addiction (verified) limiting practice; charged with or convicted of a federal offence; discipline by another tribunal or body; named in a professional civil suit; trust fund error; employer complaint or discipline about immigration services.

ss. 40–43

Respond fully and promptly to the College (by any stated deadline). No contact with a complainant (or their superior) without the College's written consent; keep serving a current-client complainant within those limits. Report a fellow licensee on reasonable grounds of more-than-trivial breaches (e.g. misappropriation, abandoned practice, serious crime), unless it would breach a statutory confidentiality duty or it's already reported. No false public statements about licensees or the College.

ss. 44–46 Marketing

Registered name prominent at the start of ads, in the ad's language; written ads include the College public register URL; marketing in the public interest. Never: misleading claims, guaranteeing success, or implying a government relationship. Testimonials must be real, true, and approved in writing. Use College name or logo only as permitted. s. 47: Code prevails over surviving ICCRC by-laws.

Key numbers and common exam traps

Timelines

30 days: self-report to Registrar (s. 39); withdraw trust funds after invoicing (s. 32(g)); close-out steps (s. 36(1)); max file-transfer delay (s. 36(4)). 10 days: written notice of withdrawal to government if no procedure (s. 36(2)(c)). 10 business days: file transfer (s. 36(3)). 1 year: intimate relationship bar (s. 16(1)(c)).

Traps

Unpaid fees never justify holding a file. Consent can't cure loans, borrowing, or intimate relationships. Being charged (not just convicted) triggers reporting. Referral agents are fine only if pre-registered. Pro bono clients get the same protections. "Writing" is the default for consent, amendments, fee overruns, and futility opinions. Confidentiality never expires.