

iccrcc
IMMIGRATION CONSULTANTS OF
CANADA REGULATORY COUNCIL



crcic
CONSEIL DE RÉGLEMENTATION DES
CONSULTANTS EN IMMIGRATION DU CANADA

**IMMIGRATION CONSULTANTS OF CANADA
REGULATORY COUNCIL**

CLIENT ACCOUNT REGULATION

October 2012

Client Account Regulation

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UPDATES TO SECTIONS

Listing by dates:

Date: 30 October 2012

Section 1.1 was amended to include a Member can open a Client Account in the name of the Entity under which he / she conducts business:

Every Member of ICCRC shall maintain an account designated as a Client Account in the name of the Member, **or in the name of the company or business Entity under which the Member conducts business**, or in the name of the firm under which the Member conducts business, or in the name of the firm of which the Member is a partner, or in the name of the partners of the firm in which the Member is a partner, **unless specified otherwise in this Regulation.**

Section 2.1 was amended to update the definition of a Client and replace company with Entity (2.1.b), and to include a definition of Entity (2.1.f):

- b. **“Client” means a person whose interests the Member undertakes to advance, for a fee or other consideration, or pro bono regarding a proceeding or application, or potential proceeding or application, under the *Immigration and Refugee Protection Act*. In cases pertaining to Labour Market Opinions, some Provincial Nominee Program applications, or Arranged Employment Opinions, Client means the Entity or person whose interests the Member undertakes to advance, for a fee or other consideration, or pro bono, regarding a proceeding or application, or potential proceeding or application.**
- f. **“Entity” means a company, business, corporation, partnership, institution, or any other organization that has a legal and separately identifiable existence and which is distinguished from individuals.**

Section 3.1.a was amended to be consistent with Section 3.2.a:

3.1 Deposits in Client Accounts

- a. A Member who receives **Money to be held on behalf of a Client, for future, of unbilled services, for overpayment of billed services, for ALL Government processing fees, and for all other Disbursements** ~~money in trust for a Client~~ shall promptly and in no event later than fourteen (14) calendar days following receipt, pay it into an account that is:
 - i. designated as a Client Account
 - ii. kept in the name of the Member
 - iii. kept at a Financial Institution

Section 3.2 was augmented to make clear that Members must choose one approach to Client Accounts and use this approach consistently for the audit year:

3.2 Money to be Paid into a Client Account

- a. Members are required to deposit funds to a Client Account whenever they receive Money to be held on behalf of a Client, for future, of unbilled services, for overpayment of billed services, for ALL Government processing fees, and for all other Disbursements. These requirements apply to both models available to Members as explained below.
- b. The Council recognizes two distinct approaches to Client Accounts: Model 1 and Model 2, which are differentiated as follows:
 - Model 1—All Monies received from Clients must be deposited into the Client Account.
 - Model 2—Members must deposit all unearned and unbilled Monies into the Client Account.
- c. [Members must choose either Model 1 or 2 and apply it consistently for the entire audit year.](#)

Section 3.3 was added to provide direction for Members who are employed by an Entity:

[3.3 Member Employed by an Entity](#)

[A Member working as an employee for an Entity, and whose job it is to obtain immigration status for potential or existing employees of the Entity, and is paid a salary for said work, does not have to deposit Client funds into a Client Account. However, if the Member represents Clients outside of the Entity he/she must have a Client Account pursuant to Section 1.1.](#)

[A Member working as an Employee for an Immigration Agency must deposit Client funds into his/her Client Account pursuant to Sections 3.1.a and 3.2, where the agency is not owned by a Member or is not a partnership consisting of Members and thereby subject to the rules for such enterprises.](#)

Section 1 INTRODUCTION

1.1 Regulation of the Council

Every Member of ICCRC shall maintain an account designated as a Client Account in the name of the Member, or in the name of the Entity under which the Member conducts business, or in the name of the firm under which the Member conducts business, or in the name of the firm of which the Member is a partner, or in the name of the partners of the firm in which the Member is a partner, unless specified otherwise in this Regulation.

Section 2 INTERPRETATION

2.1 Definitions

In this Regulation:

- a. “By-law” means the by-law of ICCRC.
- b. “Client” means a person whose interests the Member undertakes to advance, for a fee or other consideration, or pro bono regarding a proceeding or application, or potential proceeding or application, under the *Immigration and Refugee Protection Act*. In cases pertaining to Labour Market Opinions, some Provincial Nominee Program applications, or Arranged Employment Opinions, Client means the Entity or person whose interests the Member undertakes to advance, for a fee or other consideration, or pro bono, regarding a proceeding or application, or potential proceeding or application.
- c. “Client Account” means a savings or chequing account opened by a Member at a Financial Institution in which account the Member holds funds received from or on behalf of one or more Clients and which is designated in the Member’s records as a Client Account.
- d. “Council” means the Immigration Consultants of Canada Regulatory Council/Conseil de réglementation des consultants en immigration du Canada.
- e. “Disbursements” means miscellaneous expenses incurred by a Member in the course of providing services to a Client including government filing fees and for which such Client will reimburse the Member and, for purposes of clarity, excludes fees for services rendered by a Member.
- f. “Entity” means a company, business, corporation, partnership, institution, or any other organization that has a legal and separately identifiable existence and which is distinguished from individuals.
- g. “Financial Institution” means a Canadian:
 - chartered bank;
 - loan or trust company;
 - provincial savings office;
 - credit union or league to which the Credit Unions and Caisses Populaires Act, 1994 applies; or

registered trust corporation.

**NOTE: Exceptions are considered upon request from a Member, who is in a Jurisdiction where there are no institutions that meet the definition or requirement.*

- h. “Group of Members” means:
 - a partnership of Members and all Members employed by that partnership;
 - a Member who is a shareholder of a corporation, or a group of Members who are all shareholders of the same corporation, and all Members employed by that corporation; or
 - a Member and all Members employed by that Member.
- i. “Jurisdiction” means the authority to enforce rules over specific groups of individuals or within specific geographies.
- j. “Member” means any individual who is admitted as a member of the Council in accordance with the *By-law*.
- k. “Money” includes current coin, government or bank notes, cheques, drafts, credit card sales slips, post office orders and express and bank money orders.

2.2 Conflict with the Council’s *By-law*

If there should arise any conflict between this Regulation and any of the Council’s *By-law*, the Council’s *By-law* will prevail.

Section 3 USE OF CLIENT ACCOUNTS

3.1 Deposits in Client Accounts

- a. A Member who receives Money to be held on behalf of a Client, for future, of unbilled services, for overpayment of billed services, for ALL Government processing fees, and for all other Disbursements shall promptly and in no event later than fourteen (14) calendar days following receipt, pay it into an account that is:
 - i. designated as a Client Account
 - ii. kept in the name of the Member
 - iii. kept at a Financial Institution
- b. Notwithstanding Section 3.1(a), Client Money received by means of an electronic funds transfer is deemed to be deposited when the Member is informed of the deposit by the Financial Institution.
- c. Members shall not hold or deposit Client funds which are not immigration related.

3.2 Money to be Paid into a Client Account

- a. Members are required to deposit funds to a Client Account whenever they receive Money to be held

on behalf of a Client, for future, of unbilled services, for overpayment of billed services, for ALL Government processing fees, and for all other Disbursements. These requirements apply to both models available to Members as explained below.

- b. The Council recognizes two distinct approaches to Client Accounts: Model 1 and Model 2, which are differentiated as follows:
 - a. Model 1—All Monies received from Clients must be deposited into the Client Account.
 - b. Model 2—Members must deposit all unearned and unbilled Monies into the Client Account.
- c. Members must choose either Model 1 or 2 and apply it consistently for the entire audit year.

3.3 Member Employed by an Entity

A Member working as an employee for an Entity, and whose job it is to obtain immigration status for potential or existing employees of the Entity, and is paid a salary for said work, does not have to deposit Client funds into a Client Account. However, if the Member represents Clients outside of the Entity he/she must have a Client Account pursuant to Section 1.1.

A Member working as an Employee for an Immigration Agency must deposit Client funds into his/her Client Account pursuant to Sections 3.1.a and 3.2, where the agency is not owned by a Member or is not a partnership consisting of Members and thereby subject to the rules for such enterprises.

3.4 One or More Client Accounts

A Member may maintain one or more Client Accounts in one or more currencies but does not need to maintain a separate Client Account for each Client unless a Client specifically requests that a Member do so.

3.5 Reporting to the Council

A Member shall provide written notice to the Council of each Client Account maintained by the Member promptly and in no event later than thirty (30) calendar days of opening or closing a Client Account, which notice shall set out the date that the Client Account was opened or closed, the name and address of the Financial Institution at which the Client Account is opened and the account number of the Client Account.

Section 4 PROHIBITION ON USE OF CLIENT ACCOUNT

4.1 Money not to be Paid into Client Account

A Member shall not deposit into a Client Account Money that belongs entirely to the Member or to a Group of Members of which the Member is a part other than Money referred to in paragraphs (a) or (b) of section 3.1 of this Regulation except a reasonable amount to cover administrative fees (bank fees, credit card fees etc.).

4.2 No Liens or Security Interests

A Member may not grant a lien on or security interest in any Client Account under any circumstances, other

than those arising by operation of law.

Section 5 WITHDRAWAL OF MONEY FROM CLIENT ACCOUNT

5.1 Withdrawal from Client Account

A Member may withdraw Money from a Client Account for the following reasons:

- a. Money properly required for payment of a Disbursement for which a Member has received, in writing from the Client, permission regarding the payment of the Money;
- b. Money required to reimburse the Member for Disbursements incurred on behalf of a Client for which the Member has issued an invoice to the Client. For Model 2 this is the rule to be allowed to deposit funds directly to the Member's business account;
- c. Money required for or toward payment of fees for services rendered by the Member for which the Member has issued an invoice to the Client. For Model 2 this is the rule to be allowed to deposit funds directly to the Member's business account;
- d. Money that is directly transferred at the written direction of a Client into the Client Account of another Member, the trust account of a Lawyer (as that term is defined in the *By-law*) or the trust account of a Quebec Notary (as that term is defined in the *By-law*);
- e. Money that was paid into a Client Account which, under this Regulation, the *By-law*, the *Code of Professional Ethics* or any other rule or policy of the Council in effect from time to time, should not have been paid into a Client Account; or
- f. Money refunded to a Client.

5.2 Permission to Withdraw Other Money

A Member may withdraw from a Client Account Money, other than the Money referred to in section 5.1 of this Regulation, if he or she has been authorized to do so by the Director of Complaints and Discipline of the Council or the Registrar of the Council in accordance with policies implemented by the Council from time to time.

5.3 Limit on Amount Withdrawn from Client Account

A Member shall not at any time withdraw from a Client Account in connection with a Client more Money than is held on behalf of such Client in that Client Account at that time.

5.4 Manner in which Money may be Withdrawn from Client Account

A Member shall withdraw Money from a Client Account only:

- a. by cheque; or
- b. for purposes of paragraph (b), (c) or (e) of section 5.1 of this Regulation, by an electronic transfer to a bank account that is kept in the name of the Member; or
- c. for purposes of paragraph (d) of section 5.1 or section 5.2 of this Regulation, by an electronic transfer to a bank account that is kept in the name of another Member, a Lawyer or a Quebec Notary, or the Client.

5.5 Withdrawal by Cheque

A cheque drawn on a Client Account shall not be:

- a. made payable either to cash or to bearer; or
- b. signed by a person who is not a Member except in exceptional circumstances, as authorized in writing by the Director of Complaints and Discipline of the Council or the Registrar of the Council in accordance with policies implemented by the Council from time to time.

Section 6 INTEREST EARNED ON MONEY IN CLIENT ACCOUNT(S)

6.1 General Client Account(s)

Subject to section 6.2 of this Regulation, any interest earned on Money held in a Client Account shall be credited to the Member's business account.

6.2 Client Specific Client Account(s)

Notwithstanding section 6.1 of this Regulation, if a Client requests that a Member open a Client Account specifically and solely for such Client, any interest earned on Money held in such Client Account shall be credited to the Client for whom the Client Account was opened.

Section 7 REQUIREMENT TO MAINTAIN SUFFICIENT BALANCE IN CLIENT ACCOUNT

Despite any other provision in this Regulation, a Member shall at all times maintain sufficient balances on deposit in his or her Client Accounts to meet all of his or her obligations with respect to Money held on behalf of his or her Clients.

Section 8 REQUIREMENT TO RECONCILE CLIENT ACCOUNT(S) MONTHLY

8.1 Reconciliation of Client Account(s)

A Member must reconcile each month's balances of all Client Accounts opened in his or her name promptly and in no event later than ninety (90) calendar days after each month's end. Each reconciliation and the supporting documents relating to each reconciliation (including, without limitation, bank statements and a detailed list of Money held for each Client) must be kept in the office of the Member's main Canadian business address for no less than six (6) years.

Section 9 MEMBERS WORKING IN A MULTI-DISCIPLINARY PRACTICE

9.1 Working in Other Jurisdictions

Members who work in other Jurisdictions are bound by the client account rules or by-laws of the applicable

regulatory body in the Jurisdiction(s) of such practices, where such rules or by-laws are in place, so long as they are not in contravention with the principles of ICCRC's *Client Account Regulation*, unless an exemption is granted by the CEO or Registrar of the Council.

9.2 Multi-Disciplinary Personnel

Members who work as multi-disciplinary personnel in practices (whether or not incorporated) other than immigration practices are bound by this Regulation unless an exemption is granted by the CEO or Registrar of the Council.