

Dispute Resolution & Complaints

This fact sheet identifies the key points relating to Dispute Resolution & Complaint handling under the Legal Profession Uniform Law

What is Uniform Law?

The Legal Profession Uniform Law (WA) (**Uniform Law**) will create a simpler and more efficient system for both the law practice and clients by cutting red tape, better protecting consumers and ensuring consistency across our borders.

The Legal Profession Uniform Law Application Act 2022 passed through Parliament with commencement day at 1 July 2022.

Complaints

The Uniform Law provides that a complaint may contain a Consumer Matter, a Disciplinary Matter or both.

Under the Uniform Law a complaint may be made either about a lawyer or about a law practice or both.

The Uniform Law also reduces the time to make a complaint from six years to three years from when the event took place. There are even shorter time frames for costs disputes. Discretionary powers are provided to allow us to accept complaints outside of this time limit under certain conditions.

Consumer Matters

A Consumer Matter is a complaint which relates to the provision of legal services to the complainant by a lawyer or law practice and may include:

- service related concerns;
- a financial loss resulting from the conduct of a lawyer;
- concerns related to a lien held by a lawyer over a client's property or files; or
- a "costs dispute".

The Uniform Law requires us to attempt to resolve consumer matters by informal means as soon as practicable. We will work with the parties to try and reach an agreement. Where no agreement is possible, we also have the ability to make determinations to reach an outcome.



QUICK FACTS

Uniform Law creates a common legal services market across NSW, Victoria & Western Australia.

New emphasis on Complaint resolution.

Complaints can be made about a lawyer, a law firm or both.

Consumer Matters are complaints between clients and a lawyer, a law firm or both.

Disciplinary Matters relate to the possible 'misconduct' of a lawyer.

Costs disputes have 30 day, 60 day and 6sixmonth time limits for making complaints.

Dispute resolution may include mediation, informal settlement as well as formal determinations.

Determinations for Consumer Matters can include cautions, reprimands, apologies, redoing any or all of the work, compensation and even special training requirements. When handling a consumer matter, in most cases we need to be able to establish that at least one of the parties has made a reasonable attempt to resolve the matter.

Disciplinary Matters

Disciplinary matters are complaints about the conduct of a lawyer or law practice that may amount to Unsatisfactory Professional Conduct and/or Professional Misconduct. Unsatisfactory Professional Conduct and Professional Misconduct are defined in the legislation.

Costs Disputes

A costs dispute is separately defined in the Uniform Law. Broadly speaking, a costs dispute is a Consumer Matter involving a dispute about legal costs payable between a lawyer and a law practice and a person who is charged with or liable to pay those costs. The complainant may be a client of the lawyer or law practice or may also be a third party payer.

There are shorter time limits associated with raising a costs dispute. Complaints relating to costs need to be received within 60 days of the bill becoming payable and 30 days if an itemised bill was requested and provided. An additional discretionary four month extension may be granted if suitable reasons explaining the delay in lodging the complaint can be provided.

There are also monetary limits which determine which costs disputes we can deal with. We may deal with costs disputes if the total cost of the bill is less than \$106,835 or where the total bill exceeds \$106,835 but the total amount in dispute is less than \$10,685*(indexed).

Third Party Payers

The Uniform Law defines third party payers and differentiates between associated and non-associated third party payers.

A third party payer is not a client and is someone who has a legal obligation to pay legal fees. An associated third party payer is obliged to the law firm to pay legal fees. This can be a party named in the costs agreement

A non-associated third party payer is a party whose obligation to pay legal costs is to the client and not the law firm. This could be an employer where they are not the client but they have an obligation to pay legal fees.

Both associated and non-associated third party payers may make a consumer matter complaint and a costs dispute.