

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Bernard LLP v. Michael Wilson & Partners, Ltd.*,
2026 BCSC 1302

Date: 20260713
Docket: S1910615
Registry: Vancouver

Between:

Bernard LLP

Solicitor

And

Michael Wilson & Partners, Ltd.

Client

Before: Associate Judge Muir
(As Registrar)

Reasons for Decision on Costs

Counsel for the Solicitor:

D.S. Jarrett

Appearing as representative for the Client:

M. Wilson

Written Submissions of the Solicitor:

March 11, 2026

Written Submissions of the Client:

June 19, 2026

Place and Date of Decision:

Vancouver, B.C.
July 13, 2026

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Introduction

[1] These reasons address the costs of the hearing before me held November 24 to 26, 2025. Reasons for decision resulting from that hearing were pronounced on January 19, 2026, indexed as 2026 BCSC 59 (“Reasons for Decision”).

Background

[2] The procedural history here is important. It is detailed in various emails and memoranda, which I will set out in detail.

[3] By memo dated April 15, 2026, I advised the parties as follows:

This memo is in response to the April 13, 2026 request made by Michael Wilson & Partners Ltd. (MWP) to appear before me for a 30-minute hearing for directions.

A review of an account of Bernard LLP (Bernard) for work done for MWP was conducted by me November 24 to 26, 2025 (the “review hearing”). In my January 19, 2026 reasons for decision on the review hearing, I directed as follows:

[138] The parties indicated that they would want to make submissions regarding costs after receiving these reasons and that written submissions would not suffice.

[139] Hence, there is liberty to seek a date from Supreme Court Scheduling to have a hearing on the costs matter set before me. I expect that the hearing date to be set promptly. If that is not arranged within 30 days of the date of these reasons, the parties have leave to seek to appear before me to resolve any issues that have arisen.

[...]

The hearing was set for March 9, 2026. On March 10, 2026, I directed the parties as follows:

As Mr. Wilson, for Michael Wilson & Partners, advised that he was not available on the scheduled date of March 9, 2026, has not responded to the Bernard LLP request for convenient dates per my instructions of February 24, 2026, and has not responded to Mr. Jarrett’s letter of March 4, 2026, I have concluded that written submissions are required in order to expedite this matter.

Bernard LLP will have until 4:00 p.m. (Pacific time) on March 23, 2026 to file and serve (by email) written submissions regarding the form of order and costs arising from my reasons of January 19, 2026. Submissions are to be limited to 20 pages.

MWP will have until 4:00 p.m. (Pacific time) on April 6, 2026 to file and serve (by email) written response submissions regarding the form of order and costs arising from my reasons of January 19, 2026. Submissions are to be limited to 20 pages.

Bernard LLP will have until 4:00 p.m. (Pacific time) on April 10, 2026 to file and serve (by email) reply submissions, if necessary. They are to be limited to new issues raised in the response submissions and are limited to 5 pages.

There will not be a hearing. I will provide written reasons in due course.

I received submissions from Bernard on March 11, 2026. I did not review them at that time.

I was out of the office from March 23 to April 13. During that period, I received notice from the Registry that MWP was asking for a 30-minute hearing before me, seeking directions. Bernard was opposed to this request. I responded, through the Registry, as follows:

Associate Judge Muir has reviewed the below request and has advised there will be no further hearing will be entertained until submissions have been submitted per her previous instructions to parties. After that has been finalized and Associate Judge Muir has had time to consider this submissions, next steps will be provided.

At that time, I was not provided with a copy of a letter from MWP dated April 8, 2026.

Upon my return to the office on April 13, 2026, I discovered that Bernard had delivered a bundle of material, including two new affidavits and authorities in support of its position on costs for the review hearing. Fortunately, Bernard also provided me with copies of various emails and correspondence, including the MWP letter of April 8, 2026.

In addition, on the morning of April 14, 2026 I received that same April 8, 2026 letter delivered at the request of MWP along with another request to appear at a 30-minute hearing for directions. Again, Bernard opposes the request.

The position of MWP, as set out in its letter of April 8, 2026, is that by providing affidavit material and a book of authorities in addition to their submissions, Bernard was in contravention of my original direction that submissions be limited to 20 pages. MWP submitted that I should order Bernard to comply with that direction and that the time for MWP to provide response submissions should not begin to run until compliant submissions from Bernard are provided. It was also indicated that transcripts of the review hearing had been sought but had yet to be received.

I am not convening a hearing for directions as sought by MWP.

My jurisdiction at this point is to settle the order arising from my reasons of January 19, 2026, to determine which party is entitled to costs of the review hearing, and I may, in accordance with s. 73(2) of the *Legal Profession Act*, summarily determine the amount of the costs of the review.

I accept the written submissions from Bernard as to the form of the order arising from my reasons and as to costs of the review hearing. I do not consider that the provision of additional affidavit material and authorities contravenes my direction regarding submissions, but, regardless, providing affidavit evidence and authorities in support of the costs award Bernard is seeking is clearly appropriate.

Given the miscommunication, and potentially the need to provide affidavit evidence of its own, MWP will have until 4:00 p.m. Pacific Time, May 15, 2026 to file and serve response submissions on the form of order and costs arising from the review hearing, limited to 20 pages. If response affidavits and authorities are required, they shall be filed and served at the same time. Service may be effected by email.

Bernard will have until 4:00 p.m. Pacific Time, five business days from receipt of the submissions of MWP to file and serve reply to new issues that arise, limited to five pages. Any affidavits and authorities in reply are to be filed and served at the same time and limited to new issues arising. Service may be effected by email.

I will then provide written reasons regarding the form of order and costs. There will not be a further hearing regarding these issues.

[4] On May 15, 2026, the client, Michael Wilson & Partners, Ltd. ("MWP") provided a letter to Supreme Court Scheduling, advising as follows:

Dear Sirs,

In the enclosed Memorandum to Counsel of 15.04.26, which was only transmitted and received on 16.04.26, it was stated as follows:

"There will not be a hearing. I will provide written reasons in due course."

Unfortunately, we have still not received those Written Reasons, as promised and foreshadowed on 15.05.26, more than one month later, accordingly, we would be grateful if the Written Reasons could now be provided to us, since there is no doubt that we have validly exercised our rights and fairly and reasonably requested an appointment and short oral hearing, given our letter of 08.04.26, and the apparent confusion in terms of the events that occurred, the facts that happened and the materials before Associate Judge Muir.

In addition, please note that Mr Wilson of MWP is currently with clients in South-East Asia and travelling back to our offices in Central Asia, unfortunately, a train broke down on his journey from Hong Kong to Guangzhou causing him to miss his flight connections, so that he will not be able to be back in our offices as planned for a few days. Accordingly, given this force majeure, we also respectfully request until 08.06.26, Vancouver time, to finalise our work on the submissions, affidavit evidence and book of authorities now required by Associate Judge Muir following on from the voluminous, extensive and materially non-compliant excessive suite of documents, which are wholly disproportionate, not what was ordered, but which have been filed and served by Mr Jarrett for BLLP, and which highlight why all of their bills must be taxed, assessed and verified, and why MWP terminated their role, involvement and engagement.

As the Court is aware, MWP has ongoing appeal from Associate Judge Muir, as to which Judge Jones recently had to recuse himself, given it transpired he was a former partner of BLLP, which, of course, was known to Scheduling, BLLP and Messrs Jarrett and Swanson, but not MWP, and which caused yet another hearing to be vacated and all night wasted.

We are most grateful for your kind consideration and look forward to receiving the Reasons, as promised by Associate Judge Muir, and also your confirmation of the extension of time caused by the force majeure until 08.06.26, Vancouver time.

Yours faithfully,

Michael Wilson & Partners, Ltd.

[5] The extension of time sought by MWP was strenuously opposed by the solicitor, Bernard LLP ("Bernard").

[6] In response, I asked a Supreme Court Scheduling coordinator to respond to the parties, and an email was sent to them on May 20, 2026, which stated:

Please be advised Associate Judge Muir has granted Mr. Wilson to submit for filing his submissions by June 8, 2026, and strictly peremptory on Mr. Wilson. The written reason will be provided on costs in due course after the receipt of submissions from Mr. Wilson.

Please ensure the submissions are submitted for filing at the Scheduling counter or via CSO – DO NOT submit them via attachment to this email. Please refer to Practice Direction 69, attached, for reference.

[7] On June 18, 2026, Supreme Court Scheduling advised me that they had received a letter and enclosures from MWP by mail. The letter was dated June 12, 2026, the enclosures were an affidavit sworn June 8, 2026 and submissions with that date.

[8] The June 12, 2026 letter from MWP follows:

Appeal No. S1910615 from Muir AJ: Michael Wilson & Partners, Limited ("MWP") -vs- Bernard LLP "BLLP"

Further to the directions of Associate Judge Muir, we now enclose the signed and dated originals for filing of the following:

- a. the original of the 7th affidavit of Mr. Wilson of 08.06.26 (MEW-7);
- b. the original of Written Submissions dated 08.06.26.

Please would the Registry be so kind as to confirm safe receipt, to file and lodge the originals in the Appeal, and to also let MWP have scanned copies of those pages on which the court seal is affixed, for our files by return email.

We confirm that we have already provided electronic copies to the court, and further that we have served the respondent by email.

Please let you know if you have any questions, or need any further assistance.

[9] Not only did the email from Supreme Court Scheduling advise MWP that filing of these materials must be made in person or through Court Services Online, but also MWP, through its representative, Mr. Wilson, given his alleged experience, is or should be well aware that it is improper to attempt to file materials by email.

[10] I note that in para. 6.1 (in part) of Mr. Wilson's affidavit #7 sworn June 8, 2026, he swears that this affidavit is being filed and served:

As per the Memorandum of Associate Judge Muir of 15.04.26 (the "Memorandum") extending the time for MWP's Submissions as to the form of order and costs arising from the 19.01.26 reasons for decision of associate Judge Muir (the "Judgment") until 15.05.26, and permitted the filing and service of the same by email only; [...]

[Emphasis added.]

[11] My memo dated April 15, 2026 set out above speaks for itself. It does not authorize the filing of any materials by email.

[12] Further, I have not received any response materials from Bernard. I would have expected same, given the nature and timing of the MWP materials. However, given my conclusions after a review of the MWP materials, I determined that it was not necessary to hear from Bernard in reply, which would involve further delay. It does, however, raise the question of whether the materials were in fact served on Bernard by email on the due date as indicated in the letter or whether this was simply a further delay in the face of my clear direction.

[13] Regardless, all of this is consistent with MWP's overall approach to this assessment, which has been fraught with delays and procedural errors or irregularities on its part.

The Parties' Positions

Bernard

[14] Bernard provided a draft form of order and a bill of costs attached to its submissions and sought the following orders:

- a) Settling the form of order in the form attached to its submissions;

- b) Costs and disbursements payable to Bernard by MWP pursuant to the bill of costs attached to its submissions;
- c) A direction that Bernard can disburse the \$20,000 retainer funds it currently holds in its trust account to pay down the amount adjudged owing by MWP to Bernard in this action; and
- d) A direction that the written approval of MWP is not required on any orders arising.

[15] Bernard notes that the account being reviewed was dated October 11, 2018 and was for \$16,687.96, being fees of \$12,421.05 plus disbursements of \$3,315.15. The appointment was filed on September 23, 2019.

[16] Bernard points out that, after the November 24 to 26, 2025 review, its account was only reduced by \$50.37 (approximately 0.30%) and, thus, submits that it is entitled to its costs.

[17] Bernard was also entitled to interest on its outstanding account at 12% per annum and provides its interest calculation from November 12, 2018 to January 19, 2026, totalling \$14,353.28.

[18] Bernard notes that MWP was awarded pre-judgement interest on the \$20,000 retainer held in trust by Bernard, from the date of payment on March 9, 2018 to the date of my Reasons for Decision. It provides a calculation of that amount at \$3,778.21.

[19] Bernard provides a bill of costs, claiming 92 units at Scale B in the amount of \$110 per unit, for tariff costs of \$10,120, plus \$1,214.40 GST and PST. It also seeks recovery of \$3,044.59 in disbursements.

[20] In addition, Bernard claims special circumstances in this case justify increasing its costs by 1.5 for all the matters arising since the initial hearing before Master (now Associate Judge) Vos on February 8, 2021. That is based, in part, on the conclusion in my Reasons for Decision:

[19] As noted above, MWP provided the Wilson Affidavit in support of an adjournment of those dates, despite them being peremptory on MWP, so that Mr. Wilson would be able to attend the fee assessments in person. Something that was precluded by the COVID-19 pandemic travel restrictions. By order of Master Vos (now Associate Judge Vos) made that day, the hearing was adjourned to a date when it could be held in person.

[20] I note that in his submissions before me, Mr. Wilson repeatedly said that he had at all times sought to appear remotely for this assessment. That is clearly not the case. Had he been willing to appear remotely, the assessment would have proceeded on the February 2021 dates and would not have been delayed to more than four-and-a-half years later.

[21] Bernard argues that special circumstances exist here, arguing that steps taken since the February 2021 dates were unnecessary delay by MWP. Further, Bernard points out that the reduction to its account was *de minimis* (being \$50.37, or 0.30%) and that it advanced numerous offers to settle to MWP, commencing May 21, 2020, all of which were better for MWP than the result obtained. It argues that counteroffers advanced by MWP were unrealistic involving, as they did, substantial refunds to MWP.

[22] Bernard cites *Graham v. Roberts*, 2025 BCSC 677 as authority for the proposition that the Registrar has broad discretion to award costs over and above actual tariff costs of a review where special circumstances exist.

[23] The total amount of costs, disbursements and taxes sought by Bernard is \$24,450.59.

MWP

[24] Mr. Wilson's affidavit #7 sworn June 8, 2026 and the submissions of the same date are of no assistance in resolving the question of costs. They largely constitute a re-argument of the MWP's position. Indeed, Mr. Wilson states that one purpose of his affidavit is:

6.8 in support of MWP's appeal from the Judgment disallowing MWP's Appointment and which appeal will also be extended, so as to include the Judgment related to BLLP's Appointment, since the order in relation to the same has not yet been finalised, and it is trite law that one appeals orders and not judgments.

[25] To the extent that Mr. Wilson's affidavit #7 is intended to supply evidence that was not before me at the November 24 to 26, 2025 hearing, either in support of MWP's urging a reconsideration of my conclusions or, indeed, as Mr. Wilson notes, in support of an appeal from the Reasons for Decision, it is abusive.

[26] His positions taken regarding costs are not based in the reality of my Reasons for Decision but seek a reconsideration of my findings.

[27] For example, Mr. Wilson provides calculations of his interest entitlement for funds held in trust by Bernard based on his opinion of what I should have decided, as opposed to the findings that I did make. He goes further to argue that there was no legal basis for Bernard to hold in trust the \$20,000 retainer funds at all.

[28] Mr. Wilson's affidavit #7 is replete with improper argument and opinion, for example, in para. 15, he states (in part):

[...] There was no right or entitlement to an ongoing retainer and MWP never agreed to same. Further, BLLP in material breach of the law, duty and former contract, clearly helped themselves to and took MWP's money from and out of trust, without the prior written approval of MWP which is and always was required, and as is trite law and practice, given that all and any monies in trust and client accounts always belonged and belong to MWP.

[29] That, of course, is contrary to the position he took before me, which was not that the retainer was improper, but that the retainer funds should have been placed in an interest-bearing account that would benefit MWP.

[30] Mr. Wilson concludes:

33. For all of the reasons set out in the MWP Submissions and also above, there should be no order as to costs, including in light of MWP's appeal and intended appeal.

34. The Judgment and the resulting order should be stayed pending MWP's appeal, given the errors of Associate Judge Muir.

[31] Given the impropriety of much of Mr. Wilson's affidavit #7, the following paragraphs of that affidavit are struck: paras. 7 to 10, 15 (from the parenthesis in line 5

to the end of the paragraph), and 16. The exhibits referenced in the struck portions are also struck.

[32] The submissions provided are, if anything, worse. They are laden with facts that are not in evidence. For example, paragraphs 1 to 12, which are stated to be a chronology, are not founded in any evidence.

[33] The unhelpful nature of the submissions is exemplified by the orders sought by MWP:

MWP seeks the following orders:

- 1) there should be no order as to costs, and each party should be responsible for and should bear their own costs;
- 2) BLLP, its employees, partners, consultants, agents, contractors and sub-contractors must forthwith return and pay back to MWP all of the C\$20,000 and C\$30,000, monies were paid by MWP into their trust account, plus interest accrued and accruing due at the judgment rate compounded annually, with quarterly rests, free and clear of all and any bank charges, offsets, deductions, cross-claims, cross demands, and counterclaims of any nature whatsoever;
- 3) BLLP, its employees, partners, consultants, agents, contractors and sub-contractors must forthwith disclose and return to MWP all correspondence, data and documents in their possession, custody and control, both in a physical and in Electronic format, and BLLP shall not be entitled to keep and retain copies for themselves;
- 4) BLLP, its employees, partners, consultants, agents, contractors and sub-contractors shall at all times keep, maintain and preserve MWP's confidentiality, legal and professional privilege and shall not act for, deal or communicate with any person or entity, whether directly or indirectly in any manner adverse to MWP;
- 5) BLLP, its employees, partners, consultants, agents, contractors and sub-contractors shall not further disparage, defame, libel and slander MWP and its consultants, employees, agents, contractors and sub-contractors, whether directly or indirectly;
- 6) such further and other orders as are necessary and appropriate, and this Court may direct;
- 7) permission to appeal and the Judgment and the resulting order shall be stayed pending the final determination and outcome of MWP's appeal; and
- 8) liberty to apply.

[34] I do not know, and MWP does not assist in suggesting, where I might obtain the jurisdiction to make such orders on a costs application.

[35] To further exemplify the unhelpful nature of MWP's submissions, I return to the interest issue. I found, based on the clear provisions of s. 73(3) of the *Legal Profession Act*, S.B.C. 1998, Ch. 9 [Act], that Bernard was entitled to interest on the unpaid account as certified at the 12% rate provided in the retainer agreement.

[36] In its submissions, MWP attempts to reopen this issue:

22. With reference to paragraphs 4, 6 and 10 of the BLLP Submissions, it is not correct that interest accrues at 12%, as is falsely submitted and asserted, since as explained above, MWP terminated BLLP's engagement, role and involvement for cause, as is clear from paragraphs 7-10 of MEW-7 and the correspondence and documents at pages 1—15 to Exhibit MEW-7, as the record shows and proves. In such circumstances, of termination for cause given BLLP's abject failure from 2013 until 2019 with their failed lien strategy, their failed summary trial, their failed mediation and their failed defence of MWP's security for costs application, there can be no question that any contract survived and continues to exist and that interest at 12% could possibly apply, which it very clearly does not and never did. With respect, Associate Judge Muir is and always was in error, hence MWP's appeal and intended further Appeal when the Order is finalised, sealed, entered and made, which it has not yet been.

[37] MWP also argues that there was no reason to charge interest, arguing:

Given that, as is admitted, the BLLP Appointment only related to one invoice of C\$12,421.05 of fees (C\$16,637.89 with disbursements), which by BLLP's own admission were always more than fully covered by MWP's C\$50,000 in their trust and client account, plus interest, though there is no basis for BLLP seeking interest since their fees and costs were always more than fully covered and secured, as the record shows and proves.

[38] The issue of the \$50,000 in trust was dealt with in my Reasons for Decision as follows:

[71] MWP also took the position that it should be credited for interest on \$50,000 being held in trust by Bernard. I note, however, that only \$20,000 of that was a retainer and the balance was ordered as security for costs of the Desiree and Dow defendants in the underlying action pursuant to a 2014 order of Madam Justice Fleming, as she then was. The latter, of course, is not before me.

[39] I do not agree that the existence of trust funds eliminates the requirement to pay interest.

[40] Nor did I find the calculations provided by MWP to be of any assistance in determining the quantum of interest, as they are based on flawed assumptions. Where

the evidence of Mr. Wilson, to the extent there is any, conflicts with that of Bernard on any issue, I find the evidence of Bernard more credible.

[41] MWP takes issue with some of the documents provided in the affidavit material of Bernard as being without prejudice. However, it goes on to discuss the very substance of those documents—which are counteroffers to Bernard’s various settlement offers that were clearly made without prejudice except as to costs.

[42] MWP takes the position that there were an excessive number of people involved in its file, which has nothing to do with the costs of the fee review.

[43] MWP representatives do not understand the nature of the tariff upon which Bernard’s bill of costs is based and, clearly, did not take the time to educate themselves about it. They argue that the narrative contained in the bill of costs provided is unclear and insufficient, when that narrative is what is provided in the tariff itself. Further, they question the units, unit ranges, and the other standard factors contained in the bill of costs, which also come directly from the tariff.

[44] MWP does raise some meritorious issues about the disbursements claimed. While there is support for the quantum for most of the items claimed, there is no evidence provided as to the necessity for these disbursements.

[45] MWP also argues that it is inappropriate to include costs related to the MWP appointment that I dismissed at the review hearing, as that order is under appeal and to award costs would be premature. Both appointments were ordered to be heard together, however, and it is completely appropriate that the costs awarded reflect what occurred—that is that both appointments were brought forward and adjudicated upon.

[46] MWP submitted that it was inappropriate to charge it with GST and PST as they are an offshore client and suggested that those taxes had never been charged by Bernard to MWP. The first point is incorrect: GST and PST are properly chargeable to MWP on legal services rendered in British Columbia. The latter point is simply false.

[47] MWP also submits that the affidavit evidence provided is all inadmissible hearsay from persons who were not involved in the retainer. That evidence is from a legal assistant and a paralegal at Bernard. It consists mainly of documents and calculations and such evidence is proper and routinely allowed on review hearings.

Analysis of Costs

Entitlement to Costs

[48] Costs on a review are governed by s. 72 of the *Act*, which provides:

72 (1) Costs of a review of a lawyer's bill must be paid by the following:

- (a) the lawyer whose bill is reviewed, if 1/6 or more of the total amount of the bill is subtracted from it;
- (b) the person charged, if less than 1/6 of the total amount of the bill is subtracted from it;
- (c) a person who applies for a review of a bill and then withdraws the application for a review.

(2) Despite subsection (1), the registrar has the discretion, in special circumstances, to order the payment of costs other than as provided in that subsection.

[49] Bernard argues that as only \$50.37 was deducted from its account, which is approximately 0.30%, it is clearly entitled to its costs.

[50] That does not take into account the \$3,778.21 interest that Bernard had to pay to MWP. I believe that it is the correct analysis to exclude this amount, as that interest amount was not a reduction to the amount of their fees. If that deduction is considered, however, it would result in a reduction of approximately 23% to Bernard's account before its entitlement to interest. Obviously, greater than one-sixth for the purposes of s. 72(1) and pursuant to that section of the *Act*, MWP should have its costs.

[51] If that was the correct analysis, I would nevertheless invoke s. 72(2) to order the payment of costs by MWP to Bernard. While the issue of offers is somewhat confounded by the existence of the two appointments, the approach of MWP to this entire proceeding—its unreasonable positions, delay, obfuscation and fabrication—fully supports the special circumstances required to invoke s. 72(2). In my view, it would be

unreasonable in the extreme and not in the interests of justice to award costs of this proceeding to MWP.

[52] As to MWP's argument that there should be no order for costs pending the appeals being brought by MWP, that is contrary to the practice that costs are awarded at the conclusion of a proceeding or application. Even assuming I had the jurisdiction to grant a stay, I would decline to do so.

[53] Thus, Bernard will have its costs of this proceeding from MWP.

Bernard's Bill of Costs

[54] Dealing first with the tariff items claimed in Bernard's bill of costs, the range of units is intended to cover all proceedings, from the simplest hearing to complex, multi-year trials. Obviously, despite its tortured history, this proceeding would be at the lower end of the scale.

[55] Despite that, I have concluded that the number of units claimed by Bernard is appropriate in the circumstances. The units claimed for items 1, 2, 3, 6, and 8 reflect the difficulty that was faced by them in getting this matter heard. The units claimed for items 24 and 25 are fixed and uncontroversial.

[56] Thus, the tariff items are allowed at 92 units.

[57] Subsections 71(2) and (3) of the Act found the jurisdiction to award disbursements. Those sections provide:

(2) Subject to subsections (4) and (5), the registrar must allow fees, charges and disbursements for the following services:

- (a) those reasonably necessary and proper to conduct the proceeding or business to which they relate;
- (b) those authorized by the client or subsequently approved by the client, whether or not the services were reasonably necessary and proper to conduct the proceeding or business to which they relate.

(3) Subject to subsections (4) and (5), the registrar may allow fees, charges and disbursements for the following services, even if unnecessary for the proper conduct of the proceeding or business to which they relate:

- (a) those reasonably intended by the lawyer to advance the interests of the client at the time the services were provided;
- (b) those requested by the client after being informed by the lawyer that they were unnecessary and not likely to advance the interests of the client.

[58] Some of the disbursements claimed are obvious and I am prepared to accept those based on my experience and understanding of the costs involved in a fee review and the nature of the applications that were required prior to the November 24 to 26, 2025 hearing before me.

[59] The BC Online fees are unremarkable and are accepted as presented.

[60] There was evidence at the review hearing about some need for agents and, obviously, agents are regularly used for filing materials with the court, as is reflected in some of the invoices. The agent's filing fees are quite unusually high, however, and without explanation, I will not allow them in total. Out of caution, I will reduce them by 25% and they are allowed at \$510.75.

[61] There is no evidence of the need for the charge of \$657.48 for Arc Document Solutions, which appears to be for photocopying at \$0.29/page and binding four two-inch binders. Normally, provision of binders and tabs would be considered an overhead expense, and photocopies are only allowed at \$0.25 per page.

[62] Further, there is no evidence that the other photocopying expenses claimed were charged at the acceptable Registrar's rate. I do accept that there was significant photocopying required for the various hearings involved.

[63] I will add the 1,500 copies made by Arc Document Solutions to the photocopy tally, such that the amount for photocopying expenses is increased by $1,500 \times \$0.25 = \375 . \$375 plus the claimed photocopying expenses of \$654.30 totals \$1,029.30. Out of caution, however, I will reduce the overall photocopy claim by 25% to account for potential excess or overcharge. Thus, the photocopying expenses will be allowed at \$771.98.

[64] There was evidence at the review hearing of the need for service of materials on MWP, and I see that a large FedEx charge of \$508.76 is for service to the MWP offices in Kazakhstan. That is acceptable.

[65] As to the rest of the courier charges, \$117.43 was for a courier to and from Arc Document Solutions, presumably for the same service that is reflected in Arc Document Solutions' invoice. Given the lack of evidence of necessity, that is disallowed. The remaining courier charges are acceptable. Couriers are, therefore, allowed at \$529.36 (\$646.79 - \$117.43).

[66] As for scanning, given the lack of evidence of necessity, that charge is disallowed.

[67] Disbursements are therefore allowed as follows:

Non-taxable disbursements:

Description	Amount Claimed	Amount Allowed
BC Online	\$120.00	\$120.00
Total		\$120.00

Taxable disbursements (5% GST only):

Description	Amount Claimed	Amount Allowed
Agent's fees	\$681.00	\$510.75
Courier	\$646.79	\$529.36
Subtotal		\$1040.11
Plus 5% taxes		\$52.01
Total		\$1,092.12

Taxable disbursements (12% GST and PST):

Description	Amount Claimed	Amount Allowed
Photocopies/printing	\$654.30	\$771.98
Colour photocopies	\$1.50	\$1.50
Scanning	\$85.20	\$0.00
Arc Document Solutions	\$628.13	\$0.00
Subtotal		\$773.48
Plus 12% taxes		\$92.82

Total		\$866.30
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[68] Total disbursements are allowed at \$2,078.42.

Increased Costs

[69] Bernard relies upon the decision in *Graham v. Roberts*, 2025 BCSC 677, for the proposition that s. 72(2) of the *Act* grants a Registrar a broad discretion over costs awards, including allowing an award of increased costs.

[70] In *Graham*, the Registrar reviewed s. 72(2) and the jurisprudence dealing with a Registrar's discretion:

[5] The amount by which I reduced the bills under review is less than 1/6th of the total amount. Pursuant to s. 72(1) of the *LPA*, the Firm is entitled to its costs of this review on the basis of Appendix B of the *Supreme Court Civil Rules* [Rules] unless, pursuant to s. 72(2) of the *LPA*, I determine that special circumstances exist which warrant a different costs award.

[6] The special circumstances exception is designed to ameliorate the arbitrary nature of the one-sixth rule in circumstances when to apply it would be manifestly unfair or unjust: *Berge Horn v. Hewson*, 2012 BCSC 2028 at para. 14.

[7] Special circumstances have been found to exist where the client took an extreme and unreasonable position at the hearing: *Viitre v. Josephson Associates*, 2012 BCSC 659; an offer to settle the accounts was better than the outcome of the fee review: *Clark Wilson LLP v. Nicoletti*, 2023 BCSC 1211, *Cullen v. Henderson Heinrichs*, 2017 BCSC 829; and where a client has caused inefficiency in the use of court time and prolonged a hearing: *Boskovic v. Yeager Employment Law*, 2023 BCSC 291.

[8] The registrar cannot award special costs or double costs on an *LPA* review: *G.K. Thomas Law Corp. v. Clermont*, 2021 BCSC 184; *Long, Miller & Sawchuk*, 2002 BCSC 542. However, the registrar has broad discretion under s. 72(2) of the *LPA* where special circumstances exist: *Holness and Small Law Group v. Parmar*, 2022 BCSC 1790; *Jack Wang Law Corporation v. Gao*, 2024 BCCA 338.

[9] In the case at bar, the Law Firm sent a settlement offer to the Client on September 16, 2024, offering to write off the outstanding legal fees of \$17,275.50 in exchange for a dismissal of the *LPA* review with no costs to either party. That offer would also have eliminated the contractual interest owing. Including interest, the Law Firm's offer represented a reduction of more than double the amount reduced on this fee review.

[10] At the hearing, the Client sought a reduction of over \$60,000 in the overall billings. Given the end result, that was not a reasonable position to take. The Client also prolonged the hearing by being unprepared to proceed on the afternoon of the second hearing day, resulting in a continuation until the following morning.

[11] I consider the foregoing, and particularly the Law Firm's settlement offer, to constitute special circumstances that warrant increased costs to the Law Firm.

[71] In *Graham*, the Registrar awarded \$10,000 lump sum costs. It is not clear from the reasons, however, how much of that was an increase or what that increase was based upon.

[72] Here, Bernard argues along similar lines to the argument before Registrar (now Associate Judge) Nielsen in *G.K. Thomas Law Corporation v. Clermont*, 2021 BCSC 184 [*Clermont*], which decision was referenced in *Graham*. Registrar Nielsen in *Clermont* noted:

[69] Although the jurisdiction of the registrar to award costs is not curtailed by s. 73(2)(b) of the *LPA*, the "registrar" is not included in the definition of the "court" as defined by SCCR 1-1, and therefore those SCCR's which apply strictly to the "court", would not grant jurisdiction to the registrar. As a result, in my view, the registrar does not have the jurisdiction to award special costs pursuant to SCCR 14-1 (1). However, the client submits that the registrar has jurisdiction to award increased costs pursuant to SCCR 14-1(14) which provides:

- (14) If anything is done or omitted improperly or unnecessarily, by or on behalf of a party, the court or a registrar may order
 - (a) that any costs arising from or associated with any matter related to the act or omission not be allowed to the party, or
 - (b) that the party pay the costs incurred by any other party by reason of the act or omission

[70] In support of this submission the client argues that the law firm failed to obey the orders of the Master and Registrar following the two separate pre-hearing conferences. Those orders required the provision of particulars and documents by the law firm. By letter dated July 12, 2019, the client requested particulars of time spent and made a request for pre-bills, notes, and the Divorcemate calculations. In my view, these requests were entirely reasonable and ought to have been provided within the time ordered. Further, given the law firm's assertions that the pre-bills had been destroyed, this made the provision of particulars all the more critical.

[73] Registrar Nielsen awarded an additional \$2,500 costs to compensate for the failure of the law firm to comply with court orders.

[74] Here, Bernard argues that MWP should have proceeded with the hearing that was scheduled remotely before Master Vos in February 2021. It argues that all steps taken after that date should be awarded 1.5 times regular costs as a result.

[75] I commented on that adjournment in my review Reasons for Decision—and the relevant paragraphs are set out above at para. 21. The point was that Mr. Wilson’s submissions cannot be taken at face value, which makes the lack of evidence in support of MWP’s submissions all the more egregious.

[76] Although the adjournment might have been a delay tactic, and it certainly cannot be said that Mr. Wilson was at all times seeking to have this hearing dealt with remotely, I do not believe that this is an analogous circumstance to that in *Clermont*.

[77] MWP made an application for an adjournment and obtained an order. That the result was such a significant delay to these proceedings could not have been predicted—particularly since Mr. Wilson attended the next scheduled hearing dates in person, only to find there were no presiders available.

[78] Thus, I do not agree with the submission of Bernard on increased costs. I did consider that an award of generally increased costs might be justified but concluded that the further delay that would have been entailed by seeking submissions on that point was simply not in the interests of justice.

[79] Bernard will have its costs based on 92 units at the Scale B value of \$110, for tariff costs of \$10,120.

Conclusion on Costs

[80] Bernard will have its costs from MWP of \$11,334.40 (\$10,120 plus 12% tax), plus disbursements of \$2,078.42, for total costs of \$13,412.82.

Form of Order

[81] The form of order attached as Schedule “A” to Bernard’s submissions, filed March 11, 2026, is generally accepted. Paragraph 2(f) will have the amount of \$13,412.82 inserted and paragraph 1(g) will have the amount of \$40,625.78 inserted.

[82] Paragraph 4 of the order will simply state that the requirement for the approval of the order by the client, MWP, is dispensed with.

[83] The order should be submitted for entry on that basis. A certificate of costs in the amount of \$13,412.82 may be submitted as well.

“Muir A.J.”