



In the matter of
Case No. 03859 NFoPP v Mr Richard Tuck MARLA &
Mr Ian Lazell MARLA, Directors of
Michael Tuck Lettings Limited, 17 Brunel Court, Stephenson Drive, Waterwells
Business Park, Quedgeley, Gloucester, GL2 2AL

Disciplinary Tribunal Hearing held on
Friday 21 October 2011

Case of
Mr Richard Tuck MARLA & Mr Ian Lazell MARLA, Directors of Michael Tuck Lettings
Limited, 17 Brunel Court, Stephenson Drive, Waterwells Business Park, Quedgeley,
Gloucester, GL2 2AL

Members of ARLA

At

NFoPP, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG

Alleged breaches as set out by the Disciplinary Caseworker

Bye-Law 3.13

A Member's Firm should only withdraw, transfer or make a payment from a client bank account in the following circumstances:

- a) Money paid in to open or maintain the account in accordance with paragraph 3.11(a) of this Byelaw and where it is no longer required.
- b) Money paid into the account in accordance with 3.11(d) of this Byelaw, which does not belong to the client, for payment to the person lawfully entitled to it.
- c) Within three working days of becoming aware of a relevant contravention, money paid into the account in contravention of this Byelaw.
- d) Money payable to a client, or, to an appropriate person suitably authorised (in writing) to receive such payments on that client's behalf.
- e) Money being paid directly into another client bank account.
- f) Reimbursement of money to the Member's Firm for money expended by the Member's Firm on behalf of the client.

g) Money lawfully and contractually due, in respect of a Member Firm's fees and charges.

h) Legitimate disbursements e.g. amounts subject to invoices, costs or demands incurred or received on behalf of the client.

i) Provided that in the case of money drawn under sub-paragraphs (f) and (h) above:

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(1) The payment is in accordance with lawful and contractual written arrangements (for example via Terms of Business, pre-contract/tenancy application documents, Tenancy Agreement, letter of engagement etc), previously agreed between the parties, or,

(2) The client, or their authorised representative, has been notified or invoiced in writing by the Member Firm of the amount and purpose for which the money is being withdrawn and no objection has been raised within a reasonable timescale.

j) Provided always that under clause (3.13), no payment shall be made for or on behalf of an individual client which exceeds the total amount held on behalf of that particular client

Bye-Law 3.21

Every Member shall:

(a) At least once every two calendar months (and no later than ten weeks of a previous reconciliation) cause the balance on their client's cash book(s) to be reconciled:-

I With the balance in their client bank account(s) using the bank/building society statement(s) and

II With the total of each client's balance in the clients' ledger, and

(b) That such documents necessary to support the reconciliation so produced have been kept safe, complete and readily available, in the cash book or other appropriate place.

Mr Tuck and Mr Lazell admitted to breaches of the Byelaws.

After considering the a plea in mitigation provided by Mr Tuck the Tribunal found as follows:

Alleged Breach	Findings	Sanction
Byelaw 3.13	Admitted breach	£2500 fine each member
Byelaw 3.21	Admitted breach	£1500 fine each member

Costs of £250 were awarded in favour of the NFoPP in respect of each member.

Publication

This determination falls within the NFoPP publications policy.

The Tribunal issued the following statement:

“At the end of 2009 your client’s account showed a deficit of £41,790.79 reduced from £101,652.27 on 30 September 2009. Your reconciliation at the 31 August 2010 showed a deficit of £221,128.09. Your reconciliation at 31 December 2010 showed a surplus of £320.51.

These figures indicate a sustained pattern of unauthorised withdrawals of client funds from your client account in contravention of ARLA Byelaws. The fact that a deficit has been made good is not mitigation. It is the least that you should have done to rectify the removal of those funds. A client account is sacrosanct, the use of client’s money for any unauthorised purpose is prohibited, whatever the circumstances, it is money held on trust.

It is essential that every member firm complies with Byelaw 3.21 and retains full records thereof.

We also direct the members to agree that the NFOPP accountants will carry out a client account inspection within the next 3-months at the members cost.”

Note:

Subsequent to the hearing both members resigned their memberships of ARLA.