



**In the matter of
Case No. X0055457
PropertyMark v Miss Michelle Turner CRLM FNAEA FARLA**

**Disciplinary Tribunal Hearing held on
Thursday 7th September 2017**

Case of

**Miss Michelle Turner CRLM FNAEA FARLA, a Director,
of Turners Property Management Limited, t/a Turners Property Centre, 49 High
Street, Ilfracombe, Devon, EX34 9QB**

A Fellow member of ARLA and NAEA

at

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

Alleged breaches as set out by the Disciplinary Case Manager:

Rule 1.14

Payments out of a Client (Bank) Account

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

1.14.1. Money paid in to open or maintain the account in accordance with clause **1.13.1** of this Rule and where it is no longer required.

1.14.2. Money paid into the account in accordance with clause **1.13.4** of this Rule, which does not belong to the Client, for payment to the person lawfully entitled to it.

1.14.3. Within three working days of becoming aware of a relevant contravention, money paid into the account in contravention of this Rule.

1.14.4. Money payable to a Client, or, to an appropriate person suitably authorised (in writing) to receive such payments on that Client's behalf.

1.14.5. Money being paid directly into another Client Bank Account.

1.14.6. Reimbursement of money to the member's firm for money expended by the member's firm on behalf of the Client.

1.14.7. Money lawfully and contractually due, in respect of a PPD member's firm's fees and charges.

1.14.8. Legitimate disbursements, e.g. amounts subject to invoices, costs or demands incurred or received on behalf of the Client.

1.14.9. Provided that in the case of money drawn under sub-clauses **1.14.6** and **1.14.7** above.

a) 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), previously agreed between the parties; or

b) The Client, or an authorised representative, has been notified or invoiced in writing by the member's firm of the amount and purpose for which the money is being withdrawn and no objection has been raised within a reasonable timescale.

1.14.10. Provided always that, under rule **1.14**, no payment shall be made for or on behalf of an individual Client that exceeds the total amount held on behalf of that particular Client.

Rule 1.23

Reconciliation(s) – format and frequency

1.23.1. Every member's firm shall:

a) At least once every two calendar months (and within no later than ten weeks of a previous reconciliation), reconcile the balance on their Client's cash book(s):

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) Ensure 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.

1.23.2. All such reconciliations should be checked and signed by the PPD member of the company, or by such person formally appointed by the PPD, who shall not be the person responsible for the preparation of such reconciliation. (This could be a member of staff of the appointed reporting Accountant, provided this is carried out within ten working days of the reconciliation.)

1.23.3. Reconciliations must be stored so as to be readily available at audit or inspection, in accordance with **1.21**.

After consideration of the facts and submissions the Tribunal found as follows:

| Alleged Breach | Findings | Sanction |
|-----------------------|-----------------|-----------------|
| Rule 1.14 | Proven | £750 |
| Rule 1.23 | Proven | £250 |

The Tribunal made an order for costs in the sum of £120 in favour of Propertymark.

The case falls within the Propertymark Publications Policy.

The Tribunal issued the following statement:

“Correct operation of the client account and safeguarding of client’s funds is central to being a member of this Association.

The member is highly qualified and yet has operated an unreconciled client account for approximately three years putting clients at risk, it is a serious breach of our rules. The monies have now been re-paid and we understand from the member’s current accountant that the account is now being operated correctly.

The Tribunal expects the next year end report to 30th September 2017 to be unqualified.”