

**In the matter of
Case No. X0056360
Ms A Barrow v Mr P Gillespie MARLA MNAEA & Mr J Gibbs MARLA FNAEA**

**Disciplinary Tribunal Hearing held on
Tuesday 24th April 2018**

Case of

**Mr Paul Gillespie MARLA MNAEA, a Director of Gibbs Gillespie Lettings Limited t/a
Gibbs Gillespie Lettings, Chapel Lane Chambers, 1 Chapel Lane, Pinner, Middlesex,
HA5 1AA**

A member of ARLA and NAEA

And

**Mr James Gibbs MARLA FNAEA, a Director of Gibbs Gillespie Lettings Limited t/a
Gibbs Gillespie Lettings, Chapel Lane Chambers, 1 Chapel Lane, Pinner, Middlesex,
HA5 1AA**

A member of ARLA and a fellow of NAEA

at

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

Alleged breaches as set out by the Disciplinary Case Manager:

Conduct Rule 12

General Duty to uphold high standards of ethical and professional behaviour

12.1. No member shall do any act (whether in business or otherwise) which:

12.1.1. Involves dishonesty, deceitful behaviour, or misrepresentation; and/or

12.1.2. Involves other unprofessional practice or practice that is unfair to members of the public; and/or

12.1.3. In any other way brings Propertymark or any of its divisions or subsidiaries into disrepute.

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

Alleged Breach	Findings	Sanction
Rule 12	Proven	Mr Gillespie -£1000 Mr Gibbs - £1000

The sum of £164 was imposed on each member towards the cost of the hearing.

The case falls within the Propertymark Publications Policy.

The Tribunal issued the following statement:

“Gibbs Gillespie acknowledge that errors were made at the commencement of the tenancy. There is no written evidence that hard copies of the Paragon reference were to be provided to the landlord, neither is it in the contract between the complainant and Gibbs Gillespie as per the terms of business supplied to us. Neither is it specifically requires by the TPO Code of Practice, however, there was a lack of care by Gibbs Gillespie following receipt in cross referencing the reference with the application.

In respect of 12.1.2 we agree that there has been misrepresentation, but we find no evidence that it was deliberate and therefore we do not find that there was dishonesty or deceit.

In the event the tenant paid the rent in full until almost the end of the tenancy term. The agents regularly reported to the landlord on the property condition and acknowledged that the tenant was allowing the property to deteriorate.

The primary cause of the problems was the tenant who did not take care of the property.

We thank Ms. Barrow for attending to provide further information to the Tribunal and we acknowledge the attendance of Mr. Edwards on behalf of our members; Mr. Gibbs and Mr. Gillespie.”