

**propertymark**

**Y0002798**

**Mr. Kaveh Barzegar MNAEA**

**Director of,**

**Kaybridge Residential Ltd**

**Disciplinary Tribunal Decision**

**20<sup>TH</sup> November 2024**

# Disciplinary Tribunal Decision

<b>Member:</b>	Mr Kaveh Barzegar MNAEA
<b>Position:</b>	Director
<b>Company/Employer:</b>	Kaybridge Residential Ltd
<b>Address:</b>	23 Stoneleigh Broadway, Epsom, KT17 2JE
<b>Complainant:</b>	Propertymark
<b>Reference:</b>	Y0002798
<b>Date:</b>	20 <sup>th</sup> November 2024

## A. INTRODUCTION

A Tribunal of Propertymark Limited was convened on 20<sup>TH</sup> November 2024 to consider the case against Mr Kaveh Barzegar.

The panel members were Mr. Richard Hair PPNAEA (member panellist acting as the Chairperson for the Tribunal); Mr Richard Copus FNAVA FNAEA (Honoured) (member panellist); and Mrs Jane Bennett (lay panellist).

The presenting Case Officer for Propertymark was Miss Farrah Gibson.

Mr Kaveh Barzegar did not attend the Hearing. The Hearing took place in private and was recorded.

## B. ALLEGATIONS

The Tribunal considered the allegations set out in the case summary sent to Mr Barzegar.

It was alleged that Mr Barzegar had acted in contravention of the requirements of the following Propertymark Conduct and Membership Rules.

### **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. Always provided 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.

### **1.18. Record keeping (firms using a CASP; see also 1.3.2)**

Each member's firm must keep detailed accounting records, using a bookkeeping system that is adequately designed and operated. Such records need to record:

- 1.18.1. All Clients' Money received, held, or paid out by the firm.
- 1.18.2. The amounts, dates, names, property addresses, reference numbers and other relevant details to identify individual transactions.
- 1.18.3. Any other money dealt with through a Client bank account, attributable to individual Clients.
- 1.18.4. An individual Client's balance of monies held, and a balance of all Clients' Money held.

### **1.19. Books of record**

All dealings referred to in clauses **1.18.1** to **1.18.4** above shall be recorded as appropriate, either:

- 1.19.1. In a Clients' cash book, or in a Client's column of a cash book; or
- 1.19.2. In a journal recording transfers from the ledger account of one Client to that of another.
- 1.19.3. **And**, in either case, additionally in a Clients' ledger or in a Client's column of a ledger.

### **1.23. Reconciliation(s) – format and frequency**

1.23.1. Every member's firm shall:

- (a) Ensure all monies due to member firm are removed prior to final reconciliations being undertaken.
- (b) 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
- (c) 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 conducted 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**.

### **14. Duty to Assist in Disciplinary Proceedings**

14.1 Members shall co-operate with disciplinary investigations and/or proceedings taken against them or other members.

14.2 Members shall comply with the timescales described in the disciplinary procedures and are expected to attend disciplinary hearings. If these procedures result in a fine that is not paid within the prescribed time, then membership will automatically be terminated and PropertyMark will pursue payment and undertake civil action against the member if necessary.

14.3 PropertyMark reserves the right to take disciplinary action regardless of any Ombudsman's actual or potential adjudication arising from the same matter.

14.4 Members must co-operate with compliance visits conducted by PropertyMark staff or others acting on their behalf.

14.5 Members or their representatives are obliged to provide accounts or other records on demand (see Rule 1).

14.6 This rule applies to work undertaken during the period of membership, even if the member has subsequently left membership for any reason.

### **23. Continuing professional development (CPD) rules**

23.1. CPD is mandatory for all ARLA, ARLA Inventories, NAEA, NAEA Commercial and NAVA members except for Affiliate, Deferred, Retired grade members.

23.2. Members are required to undertake at least twelve hours' CPD activity per year. At least four of the twelve hours must be obtained by attendance at relevant educational events and up to eight hours by relevant private study (except for those studying for PropertyMark Qualifications relevant to their specialism). All CPD should be relevant to the membership specialism and/or relevant to business needs.

23.3. The CPD year runs from 1 January to 31 December and the twelve hours should be submitted by 31 January of the following year, listing the learning outcomes.

23.4. CPD must be provided annually for membership to continue.

23.5. If members belong to more than one division, they are required to submit twelve hours' CPD for each division demonstrating a relevant learning outcome.

## **B. DISCIPLINARY HEARING FINDINGS AND SANCTIONS**

After consideration of the evidence presented and submissions by the parties, the Tribunal announced the following findings:

### **C. DECISION**

Rule 1.14	-	Proven
Rule 1.18	-	Proven
Rule 1.19	-	Proven
Rule 1.23	-	Proven
Rule 14	-	Proven
Rules 23	-	Proven

### **D. SANCTIONS**

Rule 1.14	-	£1,000
Rule 1.18	-	£1,000
Rule 1.19	-	£1,000
Rule 1.23	-	£2,000
Rule 14	-	£1,000
Rules 23	-	£100

Along with suspension of Mr Barzegars NAEA membership. Additionally, the costs of this Hearing of £517.50 were imposed against Mr Barzegar in favour of PropertyMark.

### **E. PUBLICATION**

The outcome of the case fell within the PropertyMark publication policy.

### **F. CLOSING STATEMENT**

'We note that there was a compliance audit completed on the 23<sup>rd</sup> of September 2024 and since then despite requests there is no evidence of any reconciliation's having occurred.

The lack of reconciliation's is a very serious concern, and we request suspension of the member pending evidence of a satisfactory compliance audit in the future. This satisfactory audit should take place within a 6-month period. In the absence of that satisfactory audit within 6 months, that membership be terminated.'