

**propertymark**

**Mr Haydar Hilmi Sehri MARLA,  
MNAEA  
Director,  
Sun Estates Property Management  
Limited t/a Homefinders**

**Disciplinary Tribunal Decision**

**September 2022**

# Disciplinary Tribunal Decision

<b>Member:</b>	Mr Haydar Hilmi Sehri MARLA, MNAEA
<b>Position:</b>	Director
<b>Company/Employer:</b>	Sun Estates Property Management Limited t/a Homefinders
<b>Address:</b>	146 Kingsland High Street, London, E8 2HS
<b>Complainant:</b>	Propertymark
<b>Reference:</b>	X0060151
<b>Date:</b>	27 <sup>th</sup> September 2022

## A. INTRODUCTION

A Disciplinary Tribunal of Propertymark Limited was convened on 28 September 2022 to consider the case against Mr Haydar Sehri.

The panel members were Mr Jim Atkins PPNAEA (Honoured) (member panellist acting as the Chairperson for the Tribunal), Miss Jacqueline Stone FNAEA (member panellist) and Ms. Gillian Fleming (lay panellist).

The presenting Case Officer for Propertymark was Mr Faizan Rashid.

Mr Haydar Sehri was in attendance in 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 Haydar Sehri.

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

### 1.13. Payments into a Client (bank) Account

Payment of money into a Client bank account is restricted to the following:

1.13.1. The minimum sum required to open or maintain the Client bank account.

1.13.2. Clients' Money (see clause **1.10**).

1.13.3. An amount required to be paid by a member's firm to restore in whole or part any money paid out, or withdrawn, in contravention of this Rule.

1.13.4. A cheque or bank draft that includes Clients' Money as well as other money.

#### **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.

## **13. General duty to uphold high standards of ethical and professional behaviour**

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

- 13.1.1. Involves dishonesty, deceitful behaviour, misrepresentation; and/or
- 13.1.2. Involves other unprofessional practice or practice that is unfair to members of the public; and/or
- 13.1.3. In any other way brings Propertymark or any of its divisions or subsidiaries into disrepute.

## **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.

## C. DECISION

Mr Haydar Sehri admitted the alleged breaches.

Rule 1.13	-	Proven
Rule 1.14	-	Not Proven
Rule 1.18	-	Proven
Rule 1.19	-	Proven
Rule 13	-	Proven
Rule 23	-	Proven

## D. SANCTIONS

Rules 1.13, 1.18, 1.19 & 13.1.2	-	£3,000
Rule 23	-	£500

In addition, costs of this hearing of £477 were imposed against Haydar Sehri in favour of Propertymark.

## E. PUBLICATION

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

## F. CLOSING STATEMENT

The Tribunal made the following statement:

“We thank Mr Sehri for attending today, it enabled the tribunal members to more fully understand this case. Some of the agreements that Mr Sehri operates with landlords and tenants fall outside of the client account regulations and should be banked, recorded and

reconciled in a separate business account (non-client). Mr Sehri acts as a direct tenant and landlord, which falls outside of the client relationship. In respect of rent guarantee, any shortfall of rent paid by the tenant, should be paid directly by Mr Sehri from a non—client account. To that extent and client account rules have been breached.

It follows that the accounting records are deficient, and that Mr Sehri must introduce adequate systems to be compliant with Propertymark regulations. We have listened carefully to Mr Sehri’s explanation of his actions to date and explained his errors and given suggested remedies to his current practices. Mr Sehri is currently suspended from membership and must remove his designatory letters and any references to Propertymark and its divisions from his public facing documents and website immediately. He should take urgent steps to implement compliant systems within 6 months, whereupon he should pay for a further compliance inspection prior to membership reinstatement.”

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**Mr Haydar Hilmi Sehri  
MARLA, MNAEA  
Director,**

**Sun Estates Property  
Management Limited t/a  
Homefinders**

**Appeal Tribunal Decision  
20 June 2023**

# Appeal Tribunal Decision

**Member:** Mr Haydar Hilmi Sehri MARLA, MNAEA  
**Position:** Director  
**Company/Employer:** Sun Estates Property Management Limited t/a Homefinders  
**Address:** 146 Kingsland High Street, London, E8 2HS  
**Complainant:** Propertymark  
**Reference:** X0060151  
**Date:** 20 June 2023

## A. INTRODUCTION

An Appeal Tribunal of Propertymark Limited was convened on 20 June 2023 to consider the appeal of Mr Sehri following a Disciplinary Tribunal held on 27 September 2022.

The panel members were Mr. Neville Pedersen MARLA (Honoured) FNAEA (Honoured) (member panellist acting as the Chairperson for the Tribunal), Mrs. Janine Hytch FARLA, FNAEA, FNAVA (member panellist) and Mr Steven Shaw (lay panellist).

The presenting Case Officer for Propertymark was Miss Farrah Gibson.

Mr Sehri was in attendance via Zoom. The hearing took place in private and was recorded.

## B. DISCIPLINARY HEARING FINDINGS AND SANCTIONS

Mr Sehri was found to have acted in breach of the following Propertymark Conduct and Membership Rules at the hearing held on 27 September 2022 and the penalties imposed were:

Alleged Breach	Findings	Sanction
Rule 1.13	Proven	£750
Rule 1.18	Proven	£750
Rule 1.19	Proven	£750



<b>Rule 13 (13.1.2)</b>	Proven	£750
<b>Rule 23</b>	Proven	£500

The sum of £477 was imposed on the member towards the costs of the hearing.

The case fell within the Propertymark Publications Policy.

### C. APPEAL TRIBUNAL'S DECISION

After considering the evidence, Mr Sehri's submission and after deliberation, the Appeal Tribunal made the following statement of findings:

"The tribunal wishes to thank Mr Sehri and Miss Sehri for attending today's appeal hearing. We note that the specific breaches that are being appealed are 1.18, 1.19 and Rule 13.

As we have advised the role of the appeal tribunal is to review the decision of the original tribunal hearing without admitting new evidence. There was a suggestion that Rules 1.18 and 1.19 had not been considered at the original tribunal, but they were clearly presented at the start and were in your own summing up.

In relation to Rule 13, as we said, this rule can apply if breaches of other rules are admitted or found proven. We are hesitant to add we are not suggesting any dishonesty. It is the decision of this appeal tribunal that the appeal against the findings and penalties from the original tribunal is rejected.

There are costs of today's hearing of £574.35.

Thank you."

## D. DECISION SUMMARY

<b>Alleged Breach</b>	<b>Findings</b>	<b>Sanction</b>
<b>Rule 1.13</b>	Proven	£750
<b>Rule 1.18</b>	Proven	£750
<b>Rule 1.19</b>	Proven	£750
<b>Rule 13 (13.1.2)</b>	Proven	£750
<b>Rule 23</b>	Proven	£500