



**Mr Ahasanur Zai Zaman ANAEA
Director,
Amber & Co (MGMT) Limited t/a
Amber & Co**

Disciplinary Tribunal Decision

June 2022

Disciplinary Tribunal Decision

Member:	Mr Ahasanur Zai Zaman ANAEA
Position:	Director
Company/Employer:	Amber & Co (MGMT) Limited t/a Amber & Co
Address:	216 Uxbridge Road, Shepherds Bush, London, W12 7JD
Complainant:	Propertymark
Reference:	X0060042
Date:	22 June 2022

A. INTRODUCTION

A Disciplinary Tribunal of Propertymark Limited was convened on 22 June 2022 to consider the case against Mr Ahasanur Zai Zaman.

The panel members were Mr Neville Pedersen MARLA (Honoured) FNAEA (Honoured) (member panellist acting as the Chairperson for the Tribunal), Mr Clive Wood (lay panellist) and Miss Jacqueline Stone FNAEA (member panellist).

The presenting Case Officer for Propertymark was Mr Ali Haider.

Mr Zaman was in attendance at the hearing via Zoom.

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 Ahasanur Zai Zaman.

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

1.7. Access to, or availability of, Client Money

A member must ensure that, at all times, all Client Money is held in Client Bank Accounts and is available on demand to Clients without undue delay or penalty. (For the avoidance of doubt, Client Money must not be placed or held in off-shore accounts or fixed/variable rate term bonds or similar funds or arrangements, unless the bank or building society falls within the

definitions in 1.2, funds are available on demand and any penalty for withdrawal is paid by the member's firm.)

Note: Any penalty for withdrawal of Client Money must be limited to interest earned.

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.

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 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**.

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, or 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.

Mr Zaman entered a plea denying the alleged breaches.

C. DECISION

After consideration of the submissions and the evidence provided the Tribunal found:

Rule 1.7	-	Proven
Rule 1.14	-	Proven
Rule 13	-	Proven

D. SANCTIONS

After considering Mr Zaman's plea in mitigation, membership record and previous disciplinary record the Tribunal announced the following penalties:

Rule 1.7	-	£1000
Rule 1.14	-	£1000
Rule 13	-	£1000

In addition, costs of this hearing of £512 were imposed against Mr Zaman 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:

"The Tribunal would like to thank Mr Zaman for his attendance at today's hearing via Zoom.

The correct holding and reporting of deposits is a vital element of being a letting agent and a member of this organisation. The misrepresentation to TDS as to how the deposits were held may have had significant consequences for members of the public.

It is commented by the member that he had not understood the rules of TDS and this is something he should ensure are fully understood.

Mr Zaman has said that all of the deposits registered with TDS are now held by the company and any deposits held by landlords have now been re-registered on TDS."

**Mr Ahasanur Zai Zaman ANAEA
Director of Amber & Co (MGMT)
Limited t/a Amber & Co**

Appeal Tribunal Decision

February 2023

Appeal Tribunal Decision

Member: Mr Ahasanur Zai Zaman ANAEA

Position: Director

Company/Employer: Amber & Co (MGMT) Limited t/a Amber & Co

Address: 216 Uxbridge Road, Shepherds Bush, London, W12 7JD

Reference: X0060042

Date: 15 February 2023

A. INTRODUCTION

An Appeal Tribunal of Propertymark Limited was convened on 15 February 2023 to consider the appeal of Mr Zaman following a Disciplinary Tribunal held on 22 June 2022.

The Appeal Panel members were Mr Richard Hair PPNAEA (Honoured) (member panellist acting as the Chairperson for the Appeal Tribunal), Mr Simon O'Brien MARLA, MNAEA (Comm), MNAEA, ANAVA (member panellist) and Mr Stephen Shaw CBE (lay panellist).

The Case Officer for Propertymark was Mr Ali Haider.

Mr Zaman attended the appeal hearing via telephone, as he had issues joining via Zoom.

The hearing took place in private and was recorded.

B. DISCIPLINARY HEARING FINDINGS AND SANCTIONS

Mr Zaman was found to have acted in breach of the following Propertymark Conduct and Membership Rules at the hearing held on 22 June 2022 and the penalties imposed were:

Alleged Breach	Findings	Sanction
Rule 1.7	Proven	£1000
Rule 1.14	Proven	£1000
Rule 13	Proven	£1000

The sum of £512 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 Zaman's submission and after deliberation, the Appeal Tribunal made the following statement of findings:

"In respect of Rule 1.7, we make a fine of £1000.

In respect of Rule 1.14, we make a fine of £1000.

In respect of Rules 13, we make a fine of £1000.

In addition, there are costs of £679.20 for today's hearing.

In addition, we ask that Propertymark undertakes a compliance visit of the business. The cost of this compliance visit will be at the member's expense.

Our comments are as follows; the Tribunal finds that the original fines were entirely appropriate and proportionate. The Tribunal notes that the member believes his business is fully in order and we trust the compliance visit will prove this to be the case".

D. DECISION SUMMARY

Alleged Breach	Findings	Sanction
Rule 1.7	Proven	£1000
Rule 1.14	Proven	£1000
Rule 13	Proven	£1000

Additional costs of £679.20 for the Appeal Hearing were imposed on Mr Zaman in favour of Propertymark.