

propertymark

**Mr David Noyes & Miss Tifaine Noyes
of
Let Me 2 Limited**

Disciplinary Tribunal Decision

February 2025

Disciplinary Tribunal Decision

Member: Mr David Noyes (Former member of ARLA)
Miss Tifaine Noyes (Former member of ARLA)

Position: Directors

Company/Employer: Let me 2 Limited

Address: Basement Office
Riseley House
4 New Road
Rochester
ME1 1BD

Complainant: Propertymark

Reference: Y0003122

Date: 27 February 2025

A. INTRODUCTION

A Disciplinary Tribunal of Propertymark Limited was convened on 27 February 2025 to consider the case against Mr David Noyes & Miss Tifaine Noyes.

The panel members were Mr Neville Pedersen FNAEA (Honoured) (member panellist acting as the Chairperson for the Tribunal), Mr George Close (lay panellist) Mr Steven Shaw (lay panellist).

The presenting Case Officer for Propertymark was Mr Victor Zillmer.

Mr David Noyes & Miss Tifaine Noyes did not attend the hearing; this still took place and was recorded.

B. ALLEGATIONS

The Tribunal considered the allegations set out in the case summary sent to Mr Noyes & Miss Noyes.

It was alleged that both Mr Noyes & Miss Noyes had acted in contravention of the requirements of the following Propertymark Conduct and Membership Rules.

1. ACCOUNTING RULE

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 offshore 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.)

1.8 Client Money from members' properties

A member must not conduct personal or office transactions through a Client Bank Account, save that it shall be permissible for the member to manage and collect rent on a property or properties belonging to any principal, partner, or director of the firm, so long as the number of properties involved are de minimis (no more than 5%), declared to and so recorded by the Accountant while completing the annual audit. It is permissible to hold tenants' deposit monies relating to such properties in a Client (Bank) Account. This clause must be read in conjunction with clauses 1.10.2 and 1.11.1.

1.9 Title and conditions of a Client (Bank) Account

1.9.1 All members who receive, or may receive, deposits in transactions to which the Estate Agents Act 1979 applies shall open and operate a distinct Clients' Account for that purpose in accordance with the requirements of that Act and with the Regulations made under it.

1.9.2 A PPD member's firm that receives or holds Client money must maintain at least one Client (Bank) Account for this purpose.

1.9.3 Any such account(s) must include both the word "Client" and the legal name of the Principal Agent or CASP in the title.

1.9.4 The PPD member's firm must hold on file in its records, written confirmation from any bank or building society where a Client (Bank) Account is held, that the following conditions apply to any such account(s):

- a. All money held in the account is Clients' Money; and
- b. The bank or building society is not entitled to combine the account with any other account or to exercise any right of set-off or counter claim against money in that account in respect of any sum owed to it on any other accounts of the member or the member's firm.

1.11 Clients' Money does not include the following:

1.11.1 Money (other than tenants' deposits) received in respect of properties wholly owned by a principal, or by one or more partners or directors of the member's firm.

1.11.2 Money held in an account from which a particular Client can separately make withdrawals and so over which the member's firm does not have exclusive control. In the rare circumstances where such accounts are operated, the member's firm must promptly confirm to the Client in writing (and retain a copy) that:

- a. The account is not a Client Account;
- b. Such money is not covered by the Client Money Protection Scheme; and
- c. The account is not monitored as part of the Client accounting compliance procedures.

1.11.3 For the purposes of Propertymark client account reporting, service charges and other client monies collected for block management and/or holiday let purposes are excluded. Client Money held for block management and/or holiday let activities are not regulated by Propertymark.

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.

1.23 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):

c. With the balance in their Client Bank Account(s) using the bank/building society statement(s); and

d. With the total of each Client's balance in the Clients' ledger; and

e. 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.

1.38 Duty to co-operate and provide information/records

It is a condition of membership that a member's firm co-operates with such a visit or inspection and, in this regard, will be required to produce or make available, at a time and place duly notified, such records and documents (howsoever maintained or stored) as necessary for inspection and review by a person appointed by PropertyMark, in order that a report on compliance may be produced. CASPs must ensure that their terms of business allow PropertyMark access to their Client Account records for inspection visits or audit purposes.

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.

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.

Mrs Nikki Tucker, Compliance Administration Team Leader, entered a plea denying all alleged breaches on behalf of Mr David Noyes & Miss Tifaine Noyes.

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

C. DECISION

Rule 1.7	–	Proven
Rule 1.8	–	Proven
Rule 1.9	–	Proven
Rule 1.11	–	Proven
Rule 1.13	–	Proven
Rule 1.14	–	Proven
Rule 1.23	–	Proven
Rule 1.38	–	Proven
Rule 13	–	Proven
Rule 14	–	Proven

D. SANCTIONS

Rule 1.7	} £3500 **
Rule 1.8	
Rule 1.9	
Rule 1.11	
Rule 1.13	
Rule 1.14	
Rule 1.23	
Rule 1.38	
Rule 13 - £750	
Rule 14 - £750	

** Sub Rules listed under the umbrella of Rule 1 have been given a combined sanction.

In addition, the costs of the hearing of £407.60 were imposed against Mr Noyes & Miss Noyes in favour of Propertymark.

E. PUBLICATION

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

F. CLOSING STATEMENT

The Tribunal issued the following statement:

“The Tribunal is disappointed that neither Mr or Miss Noyes were in attendance, and the lack of cooperation given during disciplinary procedures was minimal.

The fundamental issues were the handling of client monies, along with ringfencing monies as appropriate and comingling monies which should not have been within the client account.

We note that both Mr & Miss Noyes have resigned their membership of Propertymark.”

Mr Neville Pedersen FNAEA (Honoured)
Disciplinary Tribunal Chairperson