



**In the matter of
Case No. X0057008
PropertyMark v Mr. I Tickle MARLA MNAEA**

**Disciplinary Tribunal Hearing held on
Thursday 19th July 2018**

Case of

**Mr. Ian Tickle MARLA MNAEA, a sole trader trading as Ian J Tickle Estate Agents,
108-110 Main Street, Frodsham, Cheshire, WA6 7AR**

A member of ARLA

at

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

Alleged breaches as set out by the Case Officer:

Conduct Rule 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has been notified or invoiced in writing by the member's firm of the amount and purpose for which the money is being withdrawn and no objection has been raised within a reasonable timescale.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.

The records kept for the purpose of complying with this Rule must be preserved for six years from the end of the accounting period to which they relate, or from when the account shows a nil balance following a cessation of the contractual relationship between the parties, whichever is the later. Propertymark recommends that a member's firm consult with their Accountant before disposing of, or destroying, any historic accounting records.

Conduct Rule 1.23

Reconciliation(s) – format and frequency

1.23.1. Every member's firm shall:

a) 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

b) 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.

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

Alleged Breach	Findings	Sanction
Rule 1.14	Admitted	£2000
Rule 1.23	Admitted	No penalty

The sum of £142 was imposed on the member towards the costs of the hearing.

The case falls within the Propertymark Publications Policy.

The Tribunal issued the following statement:

“The breaches that you have admitted today have resulted in a serious and protracted discussion by the Tribunal as to whether you should be expelled from the Association. The removal of client funds from the client account is one of the most serious offences we ever have to consider.

Actions such as yours can never be justified, we have decided, however, to allow your membership of the Association to continue.

We cannot stress highly enough the seriousness of your breach. If you should ever be tempted to repeat this offence we will recommend that your membership is terminated.”