

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12525-2023

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

TATIANA LANGRIDGE

Respondent

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Before:

Mr D Green (in the Chair)

Ms C Rigby

Ms K Wright

Date of Hearing: 15-16 May 2024

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## Appearances

Mr Matthew Edwards, barrister of Capsticks Solicitors LLP of 1 St George's Road, Wimbledon, London SW19 4DR, for the Applicant

The Respondent represented herself

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## JUDGMENT

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## **Allegations**

1. The allegation against the Respondent, Tatiana Langridge, made by the SRA was that while in practice as a senior associate solicitor at Maurice Turnor Gardner (“the Firm”):
  - 1.1. On or around 1 July 2022, she knowingly completed or purported to complete a residential conveyancing transaction without an executed mortgage deed, when she knew or ought to have known, one was required for completion. In doing so she breached any or all of Principles 4, 5, 7 of the SRA Principles 2019 and/or Paragraph 1.4 of the Code of Conduct for solicitors, RELs and RFLs.

### PROVED

## **Executive Summary**

2. The Tribunal found, on the balance of probabilities, that the Applicant has proven that the Respondent breached Principles 4, 5, 7 of the SRA Principles 2019 and/or Paragraph 1.4 of the Code of Conduct for solicitors, RELs and RFLs when on or around 1 July 2022, the Respondent knowingly completed or purported to complete a residential conveyancing transaction without an executed mortgage deed, when she knew or ought to have known, one was required for completion.

## **Sanction**

3. The Respondent, Ms Tatiana Langridge was struck off the Roll of solicitors and ordered to pay £17,403.74 in costs.

### Sanction

## **Documents**

4. The Tribunal considered all of the documents in the case which included but were not limited to:

### Applicant

- Unsigned Rule 12 Statement, dated 12 December 2023 and a signed Rule 12 Statement, dated 16 February 2024 and Exhibit CHU1
- Applicant’s Reply to the Respondent’s Answer, dated 10 January 2024
- Witness Statement of Ms Edward Burton, dated 11 December 2023
- Witness statemen of Ms Sarah Conway, dated 11 December 2023
- Witness Statement of Ms Claire Plaskasovitis, dated 11 December 2023
- Applicant’s Statement of Costs, dated 12 December 2023 and 8 May 2024

## Respondent

- Respondent's Answer, dated 10 January 2024
- Respondent's Statement of Means together with supporting evidence
- A copy of the Firm's Induction Pack
- CQS Submission on 25 March 2023

## **Preliminary Matters**

5. Whilst the Respondent was making her submissions, it occurred to the Tribunal that the Respondent's submissions also contained evidence. Therefore, the Tribunal explained to the Respondent the difference between giving evidence and making submissions and enquired as to whether the Respondent wished to testify under the oath followed by closing submissions or whether she wished to continue with her submissions.
6. The Hearing was thereafter adjourned to give the Respondent sufficient time to consider her answer to this question. The Respondent was also upon her request granted further time to consider her decision. The Respondent decided to testify under oath.

## **Factual Background**

7. The Respondent is a solicitor having been admitted to the Roll of Solicitors on 15 September 2016. At the material time she was employed as a senior associate solicitor by Maurice Turnor Gardner LLP (the "Firm"). The Respondent has a current practising certificate but is currently not employed as a solicitor.
8. The Respondent joined the Firm in February 2022, as an experienced conveyancer. She was known to the Firm prior to her employment because she had previously worked opposite the Firm on several property transactions whilst employed at her previous firm. The alleged misconduct took place when the Respondent was still on her probationary period.
9. The alleged misconduct relates to a freehold purchase transaction in respect of Property A, where the Firm acted for the lay purchaser clients, Client A and Client B and the lender client, Clydesdale Bank Plc. The Respondent was the fee earner responsible for handling the transaction under a partner's supervision. Ms Conway was the supervising partner in question. One of the lay clients was a long-standing business contact of the Respondent. Ms Conway had been away from the office for personal reasons for an extended period and was not in the office at the material time.
10. In the underlying property transaction, the report on the title and queries had all been addressed normally, contracts had been exchanged and a completion date of 1 July 2022 had been agreed. The Respondent completed the transaction on 1 July 2022.
11. However, at the time of completion, the Respondent did not have the original signed mortgage deed. The Law Society Conveyancing Protocol (the "Conveyancing Protocol") specified that it is a requirement in a residential conveyancing transaction to have the original signed mortgage deed before completion, in order to meet obligations

to the Firm's lender client. The signed copy of the mortgage deed acts as security for the bank's financial interest in the transaction. If the mortgage deed is not signed at the time the transfer of funds is made, the bank's loan is not secured.

12. The UK Finance Mortgage Lenders' Handbook for Conveyancers (the "Lenders' Handbook") sets out the obligations owed by conveyancers to lenders in residential conveyancing transactions. Among other things, the Lenders' Handbook provides that the legal mortgage over the property in question must be executed by all owners of the legal estate on completion of the property transaction.
13. The Firm's lender client, Clydesdale Bank is a member of UK Finance and as such subscribes to the general requirements in the Lenders' Handbook and also has its own specific lending instructions.
14. The executed mortgage deed was also required for the purposes of registering the bank's charge with the Land Registry after completion.
15. On 11 July 2022, Ms Plaskasovitis, who was a senior associate at the Firm and responsible for all registration and post completion matters in respect of conveyancing transactions at the Firm, received a notification from the Firm's case management system to review the conveyance in respect of Property A. Ms Plaskasovitis saw that the mortgage appeared to have completed on 1 July 2022, but she had not received the usual email from the Respondent asking her to deal with the post completion matters. Ms Plaskasovitis queried this with the Respondent, who told Ms Plaskasovitis that she would let her have the required documents next week.
16. Ms Plaskasovitis nevertheless raised the fact that a correctly executed mortgage deed was not on the file with a partner of the Firm, Mr Burton. Mr Burton had then spoken with the Respondent, who had told him that she did not have a hard copy of the mortgage deed, but she had a scanned version of the mortgage deed. It then transpired that the mortgage deed had not been signed in the correct format and that this version had not been provided on the date of completion but sent under a covering email dated 5 July 2022. Thereafter, the Firm carried out a full review of the relevant file and asked the Respondent to go home.
17. On 12 July 2022, the Respondent was suspended pending the outcome of the Firm's investigation into matters giving rise to the alleged misconduct. On 14 July 2022, a disciplinary hearing was carried out by the Firm. On 15 July 2022, the Firm notified the Respondent of its decision to terminate her employment on the grounds of gross misconduct.
18. On 15 July 2022, the mortgage deed in respect of the Property A was appropriately executed.
19. The Respondent's conduct in this matter came to the attention of the SRA on 13 July 2022, when it received a report from the Firm relating to its concerns with the Respondent's conduct whilst completing a residential conveyancing transaction.
20. The Respondent made a self-report to the SRA on 21 July 2022, in which she admitted completing a property purchase without having the original signed mortgage deed. She

said that this was due to a lack of organisation and pressures of work. She admitted that this put the bank's interest at risk and that she had breached the Code of Conduct.

21. However, the Respondent has subsequently explained that at the time of her dismissal she had been in a state of emotional turmoil and had admitted the alleged breaches without due reflection. The Respondent has further explained that after "*four extremely unhappy months at the Firm,*" she had no strength left for anything but to admit everything while at the Firm and immediately after in an email to the SRA.

### **Witnesses**

22. The Respondent gave oral evidence under oath in the Hearing. No other witnesses were heard.
23. The oral evidence of the Respondent and the written evidence of witnesses is quoted or summarised in the Findings of Fact and Law below in so far as it was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of the Respondent. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

### **Findings of Fact and Law**

24. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's right to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
25. **Allegation 1.1**

#### The Applicant's Case

##### *Dishonesty (Principle 4)*

- 25.1 In relying on the test of dishonesty stated by the Supreme Court in *Ivey v Genting Casinos* [2017] UKSC 67, the Applicant alleged that the Respondent's conduct in completing a property transaction on behalf of the lay and lender clients without an executed mortgage deed was dishonest by the standards of ordinary decent people and that the Respondent had thus breached Principle 4 of the SRA Principles.
- 25.2 The Applicant asserted that as an experienced conveyancer and having received training at the Firm on the correct conveyancing procedures, the Respondent knew or ought to have known that an executed mortgage deed was required at the date of completion. The Applicant further asserted that the Respondent knew or ought to have known that the Firm was acting for both the lay clients and the lender client and that without an executed mortgage deed at the date of completion, the lender's security was at risk.
- 25.3 According to the Applicant, the Respondent realised on 1 July 2022 that the mortgage deed had not been executed and sent the lay clients a copy for signature. However, the

Respondent knew that the lay clients could not execute the mortgage deed on 1 July 2022 because they had told her that they could not access a printer. The Applicant further asserted that the Respondent failed to inform the lender client and the lay client that she did not have the correct documents ready to complete. Instead, she made a decision to complete the transaction anyway, which involved transferring the lender client's funds to the seller, without the executed mortgage deed.

- 25.4 The Applicant further alleged that the Respondent sought to hide her decision from the Firm by initially providing Mr Burton with a scanned copy of the incorrectly executed mortgage deed which had in fact been received on 5 July 2022. According to the Applicant, only after Mr Burton made further enquiries, did the Respondent send him the cover email attaching the incorrectly executed deed, which showed that she received it on 5 July 2022, 4 days after she allowed completion to take place.

*Lack of Integrity (Principle 5)*

- 25.5 Relying on *Wingate and Evans v SRA* and *SRA v Malins* [2018] EWCA Civ 366, the Applicant alleged that the Respondent failed to act with integrity in making the decision to complete or purport to complete the conveyance despite knowing that she did not have an executed mortgage deed, and that as a consequence the lender's interest was unsecured.
- 25.6 The Applicant asserted that the Respondent ought to have told the Firm and/or the lay clients and lender client of her failure to have obtained the relevant documents for completion. Whilst that may have caused stress and a delay to the conveyance, in the Applicant's view, it would have been the appropriate thing to have done, to ensure that the bank's interest was secured, and that the conveyance was properly completed.
- 25.7 The Applicant further asserted that by making the decision that she did, the Respondent risked the bank's interest. The consequences for the bank and the Firm if there had been any difficulty in executing the mortgage deed, would have been extremely serious.
- 25.8 According to the Applicant, the Respondent should not have allowed personal relationships or feelings towards her lay clients (namely her desire to protect the lay client) to have affected the way in which she conducted her professional obligations.

*Acting in the best interests of each client (Principle 7)*

- 25.9 The Applicant alleged that by completing the conveyance transaction without the executed mortgage deed, the Respondent did not act in the best interest of the lender client and, thus, breached Principle 7 of the SRA Principles.
- 25.10 The Applicant asserted that the Respondent's conduct in seeking to complete the conveyance without the executed mortgage deed breached the Firm's obligations to the lender client under the Lenders' Handbook. As a result, the bank's interest was put at risk.
- 25.11 According to the Applicant, acting in the best interests of the bank would have been to have obtained the executed mortgage deed by the date of completion, or failing that by delaying completion to ensure that all documents were in order. The Applicant relies on the witness statement of Mr Burton, which explains that the mortgage deed was in

fact properly executed on 15 July 2022, 15 days after the funds were transferred, and also explains that had there been any issue with executing the deed, it would have resulted in serious consequences for the bank, as its interest would have remained unsecured and could not be registered with the Land Registry.

- 25.12 While the Applicant noted that the Respondent had said that her aim was to protect her lay clients, the Applicant asserted that completing the conveyance without the appropriate documentation was not in the lay clients' best interests. The Applicant has explained that the lay clients could have faced action from the bank in circumstances where the funds had been transferred although the mortgage deed remained unsigned.

*Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs*

- 25.13 The Applicant alleged that the Respondent breached Paragraph 1.4 of the Code of Conduct because by completing the conveyance without the executed mortgage deed and failing to advise the Firm or parties of this, the Respondent misled the Firm, and in particular the lender client into believing that when completion took place there was a properly executed mortgage. Paragraph 1.4 of the Code of Conduct states that solicitors must not mislead their clients or others by their acts or omissions.

The Respondent's Case

- 25.14 The Respondent admitted that on or around 1 July 2022 she knowingly completed or purported to complete a residential conveyancing transaction without an executed mortgage deed. The Respondent also accepted that she did not follow the best practice methods prescribed in 1) the Conveyancing Protocol, an optional quality standard for solicitors in England and Wales; and 2) the UK Finance Mortgage Lenders' Handbook, which was a voluntary code of conduct that sets out standards and guidance for mortgage lenders that choose to adopt it. However, the Respondent denied that by completing the transaction without the executed mortgage deed she breached Principles 4,5,7 of the SRA Principles 2019 or Paragraph 1.4 of the Code of Conduct.
- 25.15 According to the Respondent, neither the Conveyancing Protocol, nor the Lenders' Handbook, is law but is voluntary industry self-regulatory guidance.
- 25.16. Whilst the Respondent denies having breached Principles 4,5,7 of the SRA Principles 2019 and Paragraph 1.4 of the Code of Conduct, the Respondent admitted carelessness and incompetence in overlooking that the mortgage deed had not been sent to the clients for their signatures in advance of completion.
- 25.17. During the Hearing, the Respondent described the culture at the Firm in a very negative light and explained that the four months that she had spent at the Firm had been "*four extremely unhappy months.*" According to the Respondent, she had not received any guidance or support from anyone in the Firm and the partner supervising the property transaction in question had been absent from the office for an extended period of time. The Respondent provided a copy of the Firm's induction pack, which showed general information about the Firm but did not give any guidance on the procedures or policies regarding conveyancing transactions.
- 25.18. The Respondent also gave evidence about her difficult relationship with Mr Burton. The Respondent alleged that Mr Burton had often talked down to her, gaslighted and

otherwise undermined her. The Respondent explained that even before 1 July 2022, the Respondent had got the sense that Mr Burton was already looking for reasons to sack her.

- 25.19 The Respondent further explained that at the time of her dismissal from the Firm, she had been in a state of emotional turmoil. Consequently, she had admitted the breaches of the Code of Conduct without due reflection. After her dismissal she had admitted the breaches as she had wanted “*the misery to stop*” and “*the matter to be decided swiftly, so that [she] could put it behind [her].*” The Respondent further stressed that she had fully cooperated with the SRA throughout the investigations.

*Alleged Dishonesty (Principle 4)*

- 25.20 The Respondent denied having been dishonest by the standards of ordinary people. Whilst the Respondent accepted that she had been careless and even incompetent in overlooking the execution of the mortgage deed, she asserted that her mistake had been inadvertent, not one done dishonestly. According to the Respondent, ordinary honest people would have considered her actions as reasonable in the given circumstances that the Respondent had faced on or around 1 July 2022.
- 25.21 The Respondent explained that this was a straightforward conveyancing matter, but she had at the time been simultaneously working on 15 to 20 property matters of varying complexity. Given that this had been a straightforward matter, the Respondent had dedicated more time to the more complicated matters. When she noticed in the morning of 1 July 2022 that the mortgage deed had not been executed, she immediately phoned the lay clients. However, it transpired that the lay clients were already on the way to the Property A with their child and all their belongings were already in the removal lorry. Thus, the lay clients could not access their printer and consequently had no opportunity to execute the mortgage deed on 1 July 2022.
- 25.22 The Respondent explained that she knew the lay clients very well and had thus agreed that they would execute the mortgage deed as soon as they had unpacked their printer and were able to send the mortgage deed.. 1 July 2022 had been Friday. The lay client was a partner at a leading estate agent company, well-known to the Respondent and a long-standing client of the Firm and, thus, the Respondent explained that there was no doubt in her mind that the lay client would execute the mortgage deed as soon as they were able to do so as they had promised.
- 25.23 The Respondent further explained that the lay clients had in fact sent a signed mortgage deed to her on Monday 5 July 2022 as promised, but their witness had unfortunately signed the deed in the wrong place and the deed could not be accepted as it was. The Respondent had then agreed with the lay clients that they would execute the mortgage deed at the Firm’s upcoming social event on 15 July 2022, which the lay clients were due to attend.
- 25.24 The Respondent denied having attempted to conceal the matter from the Firm. Instead, the Respondent asserted that she had been very open about what had happened on 1 July 2022. The Respondent explained that she had given the full details described above to Ms Plaskasovitis, when Ms Plaskasovitis had enquired about the mortgage deed on 11 July 2022. The Respondent also denied having attempted to conceal the



matter from Mr Burton, but due to the difficult relationship with him, she had found it difficult to communicate with him.

- 25.25 Moreover, the Respondent explained that there had been no one available in the Firm to discuss the matter with prior to completion and she had received no support, help or supervision from anyone in the absence of the supervising partner. According to the Respondent, the Firm also did not have adequate systems in place that are normally in place in a conveyancing firm to ensure that an oversight such as this could not happen.
- 25.26 The Respondent asserted that postponing the completion date due to the unexecuted mortgage deed would have caused more harm to both the lay and the lender clients than completing the transaction without the executed deed. If the lay clients had failed to complete the transaction on 1 July 2022, they would have breached their contract with the seller and would have been liable to pay damages and interest from 1 July 2022 to the seller.
- 25.27 According to the Respondent, the financial consequences of postponing the completion date would have been significant to the lay clients. The Respondent could not see how postponement of the completion would have been in the lender client's interest either because the funds would have been returned to the lender in such circumstances and the lender would have lost interest payments from 1 July 2022 until the postponed completion date.
- 25.28 The Respondent further asserted that the lender client was in any event protected by a priority search period of 30 working days, which had the effect of freezing the Land Registry facility so that nothing could be registered during that time except the charge over the property in favour of the lender client. The Respondent explained that she had duly lodged a priority search in favour of the lender client in advance of completion.
- 25.29 According to the Respondent, her oversight regarding the unsigned mortgage deed was easily rectifiable, and she had trusted that the lay clients would sign the deed. Contrary to the Applicant's allegation, the Respondent denied that the lay clients would have been exposed to the risk of facing an action from the bank in circumstances where the funds had been transferred although the mortgage deed remained unsigned.
- 25.30 According to the Respondent, she had done what a reasonable solicitor would have done if faced with similar difficult circumstances. In the Respondent's view, no prejudice or harm had been caused to anyone. The Respondent had not wanted to deceive anyone. Instead, she had simply wanted to give practical effect to the parties' intentions and prevent misery and harm being caused to the lay clients.
- 25.31 In the Respondent's view she had acted in a manner that was similar to a shop assistant agreeing with a customer, who had forgotten his or her wallet, that the customer could pay for her or his groceries the next time the customer came to the shop. Ordinary people would not have found the shop assistant to have been dishonest in such circumstances. In the Respondent's view, an ordinary decent person would have understood why she had to do what she had done and would not have found it dishonest.

*Alleged Lack of Integrity (Principle 5)*

- 25.32 The Respondent denied having acted without integrity for similar reasons that she denied having acted dishonestly. The Respondent reiterated that by allowing the transaction to be completed without the executed mortgage deed in place, she had simply tried to prevent misery and harm being caused to the innocent lay clients.
- 25.33 The Respondent reiterated that the procedures that are normally in place in a conveyancing firm were lacking in the Firm and that she had carried out a risk assessment on her own. As a result of that, she had taken the decision to complete without an executed mortgage deed in place in difficult circumstances, where she had not received any support from anyone in the Firm and the supervising partner had been absent from the office for an extended period, while no other partner had been appointed to cover the absent supervising partner.
- 25.34 The Respondent further denied having tried to mislead anyone. Instead, she asserted that she had been an “*open book*” and openly explained to the Firm what had happened on 1 July 2022.

*Alleged failure to act in the best interests of each client (Principle 7)*

- 25.35 The Respondent denied having failed to act in the best interest of the lay clients and the lender client in the property transaction.
- 25.36 The Respondent asserted that given the lay clients’ particular circumstances, the Respondent would have been acting contrary to the lay clients’ interests if she had not completed the transaction on 1 July 2022. The Respondent denied that there would have been a realistic risk of the lender client suing the lay clients due to the failure to execute the mortgage deed prior to the completion.
- 25.37 The Respondent further asserted that she had acted in the best interests of the bank by trying to rectify the oversight by agreeing to have the mortgage deed executed on 5 July 2022 and, after it transpired that the witness had signed in the wrong place on 5 July 2022, by arranging for the lay clients to execute the mortgage deed in the Firm’s event on 15 July 2022.
- 25.38. The Respondent nevertheless admitted that she had not had any communication with the bank about the lack of executed mortgage deed on file on the completion date of 1 July 2022 and/or that the mortgage deed was to be executed only after the completion of the transaction.
- 25.39 The Respondent explained that there was always a time gap between the completion of a transaction and the registration of the title and the mortgage charge at the Land Registry, and, thus, in the Respondent’s view, there was ample time to execute the mortgage deed after the completion. According to the Respondent, the bank remained protected during this period as an equitable mortgagee due to the priority search period of 30 days. The Respondent further asserted that she had not intended to register the title at the Land Registry before the execution of the mortgage deed, nor was there any evidence or suggestion of that.

- 25.40 The Respondent nevertheless admitted that contractually she had acted without due care towards the bank. However, in the Respondent's view, the bank was exposed to a hypothetical and very low risk resulting from the non-execution of the mortgage deed, in circumstances where the Respondent had no doubt in her mind that the lay clients would execute the mortgage deed as promised and it was highly unlikely that they would for some reason be prevented from executing the mortgage deed.
- 25.41. The Respondent further considered that she had been justified in giving priority to the interest of the lay clients over the interest of the lender client. The Respondent further admitted that in hindsight it would have been better if she had contacted the bank, but she had been under pressure on 1 July 2022, and it had not occurred to her to contact the bank about the lack of executed mortgage deed.

*Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs*

- 25.42 The Respondent denied having breached paragraph 1.4 of the Code of Conduct by misleading the Firm and the lender client into believing that there was a properly executed mortgage deed in place at the time of completion. The Respondent reiterated that she had been completely open and transparent with the Firm about the lack of executed mortgage deed and her agreement with the lay clients to execute the mortgage deed after the completion.
- 25.43 The Respondent asserted that she could not have misled the bank because she did not have any communication with the bank. The Respondent explained that she did not have a direct line of communication with the lender, and she had not felt that there was any need to contact the bank because of the protection of the lender client during the priority search period. The Respondent had also believed that the bank would not have any issue with the lack of executed mortgage deed because the lay client's employer was arranging the loan. However, as described above, the Respondent admitted that in hindsight it would have been better if she had contacted the bank.
- 25.44 The Respondent further reiterated that it would have been a "nightmare" to postpone the completion date because the bank would have requested the return of the money and the bank would have lost their interest payments. The Respondent could not see how postponing the completion date would have helped anyone.

The Tribunal's Findings

*Alleged Dishonesty (Principle 4)*

- 25.45. The test for dishonesty applied by the Tribunal was that laid down by the Supreme Court in *Ivey v Genting Casinos* [2017] UKSC 67, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

*"When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts.*

*The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an*

*additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”*

- 25.46 When considering dishonesty, the Tribunal first established the actual state of the Respondent’s knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people.
- 25.47 The Tribunal first noted that the Respondent had admitted that she had allowed the conveyancing transaction in question to complete on 1 July 2022, although the Respondent knew that the mortgage deed had not been executed and knew that the mortgage deed was required for completion. Therefore, the Respondent’s conduct on 1 July 2022 as such was not at dispute. Instead, the issue for the Tribunal to determine was whether the Respondent’s conduct on 1 July 2022 breached any or all of Principles 4, 5, 7 of the SRA Principles 2019 and/or Paragraph 1.4 of the Code of Conduct for solicitors, RELs and RFLs.
- 25.48 Having considered both Parties’ arguments and the evidence presented to it, the Tribunal found that as a senior conveyancing solicitor with 5 years’ post-qualification experience the Respondent had fully understood that by allowing the conveyancing transaction to complete without an executed mortgage deed in place, she was not acting in accordance with the Conveyancing Protocol, nor the lender’s instructions as set out in the Lenders’ Handbook.
- 25.49 When the Respondent had known that it was not permissible for the Respondent to complete or purport to complete the conveyancing transaction without an executed mortgage deed in place and had nevertheless proceeded to complete the transaction on 1 July 2022, the first limb of the test for dishonesty set out in *Ivey* was in the Tribunal’s view established in the present case.
- 25.50 Moreover, the Tribunal considered that ordinary decent people would have expected to be able to trust that an experienced solicitor handling a residential conveyancing transaction for a considerable financial consideration would ensure that she or he had all the requisite documentation in place and that she acted in accordance with her client’s instructions and the Conveyancing Protocol before completing the conveyancing transaction on behalf of the client(s).
- 25.51. In the Tribunal’s view, it followed that if the conveyancing solicitor in question knew that the requisite documentation was not in place before the completion, and she knew that the documentation in question was required for completion and/or that she was not acting in accordance with the Conveyancing Protocol and the Lender’s Handbook (containing the lender client’s instructions) – and hence was acting against her lender client’s express instructions– and nevertheless proceeded to complete the conveyancing transaction, ordinary decent people would regard that solicitor as dishonest.
- 25.52 Accordingly, the Tribunal found that the second limb of the test for dishonesty in *Ivey* was also established in the present case, when the Respondent had knowingly

completed or purported to complete a residential conveyancing transaction without an executed mortgage deed, when she knew that one was required for completion and that she was not acting in accordance with the Conveyancing Protocol and the lender client's instructions as set out in the Lender's Handbook.

*Alleged Lack of Integrity (Principle 5)*

25.53 The test for integrity applied by the Tribunal was that set out in *Wingate and Evans v SRA and SRA v Malins* [2018] EWCA Civ 366, as per Jackson LJ:

*“Integrity is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... [Professionals] are required to live up to their own professional standards. [...]*

*Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty. To take one example, a solicitor conducting negotiations or a barrister making submissions to a judge or arbitrator will take particular care not to mislead. Such a professional person is expected to be even more scrupulous about accuracy than a member of the general public in daily discourse.*

*The duty to act with integrity applies not only to what professional persons say, but also to what they do. [...]*

*Obviously, neither courts nor professional tribunals must set unrealistically high standards ... The duty of integrity does not require professional people to be paragons of virtue. In every instance, professional integrity is linked to the manner in which that particular profession professes to serve the public.”*

25.54 Applying the test in *Wingate v Evans*, the Tribunal was not persuaded by the Respondent's assertion that her conduct could be compared to that of a shop assistant allowing a customer to pay for his or her groceries at a later time because society expects a solicitor conducting conveyancing transaction to adhere to a higher standard of ethics than a member of the general public in daily discourse.

25.55 Whilst the Tribunal was sympathetic as to the difficult circumstances that the Respondent faced and the seemingly difficult working environment at the Firm, including the lack of support and supervision, in which the Respondent made her decision to proceed with the completion despite not having the executed mortgage deed, the Tribunal found that the Respondent acted with a lack of integrity when she went against her lender client's express instructions as set out in the Lenders' Handbook by completing or purporting to complete the conveyancing transaction without the executed mortgage deed and did not even notify the lender client that the mortgage deed had not been executed prior to the purported completion on 1 July 2022.

25.56 Therefore, the Tribunal found on the balance of probabilities that the Applicant has proven that the Respondent also acted without integrity in breach of Principle 5 of the SRA Principles 2019 by making the decision to complete or purport to complete the conveyancing transaction on 1 July 2022 despite knowing that she did not have an executed mortgage deed in place.

*Alleged failure to act in the best interests of each client (Principle 7)*

- 25.57 Principle 7 of the SRA Principles 2019 required the Respondent to act in the best interests of both the lender client and the lay clients. This duty was owed to both the lay clients and the lender client on an equal basis. Therefore, the Tribunal was unable to accept the Respondent's explanation that she had been justified in giving priority to the lay clients' interests over those of the lender client.
- 25.58 The Tribunal also noted that the Respondent admitted that she did not act in accordance with the bank's express instructions as set out in the Lenders' Handbook and that she also breached the Conveyancing Protocol. The Tribunal further noted that the Respondent did not consult the bank about the lack of executed mortgage deed prior to the purported completion on 1 July 2022 and did not attempt to get new instructions from the bank in the given circumstances. Moreover, the Respondent admitted that with a hindsight she should have contacted the bank about the lack of the executed mortgage deed.
- 25.59 Accordingly, the Tribunal found that by making the decision to complete the conveyancing transaction without the executed mortgage deed and without consulting the bank, the Respondent exposed both the lender client and the lay clients to a variety of unknown and unacceptable risks, of which the Respondent had a duty to inform both of her clients. Therefore, in the Tribunal's view, the Respondent had not acted in the best interests of either the lender client or the lay clients.
- 25.60 It followed that the Tribunal was satisfied that the Applicant has proven to the requisite standard, namely the balance of probabilities, that the Respondent breached Principle 7 of the SRA Principles 2019 by failing to act in the best interest of the lender client.

*Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs*

- 25.61 Paragraph 1.4 of the Code of Conduct required the Respondent not to mislead her clients or other by her decision to complete the conveyancing transaction without the executed mortgage deed in place. The Tribunal found on the balance of probabilities that the Applicant had also proven that the Respondent had breached paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs with respect to the lender client because the Respondent admitted that she did not inform the lender client before the purported completion of the conveyancing transaction on 1 July 2022 that she did not have the executed mortgage deed in place and she did not attempt to seek new instructions from the bank.

**Previous Disciplinary Matters**

26. There were no previous disciplinary matters against the Respondent.

**Mitigation**

27. The Tribunal considered that the Respondent's decision to complete the conveyancing transaction on 1 July 2022 without the executed mortgage deed had not been planned, and that no harm had actually been caused to any of the clients because the mortgage deed was ultimately properly executed on 15 July 2022. Moreover, the duration of the effect of the Respondent's misconduct had been short because the effect of her

misconduct was rectified on 15 July 2022, when the mortgage deed was ultimately properly executed and the transaction completed.

28. The Tribunal further considered that the Respondent had had to make a difficult decision in circumstances, where she had seemingly received no support or supervision from anyone in the Firm. The Tribunal further appreciated that the Respondent's account was that she had been extremely unhappy in the Firm and the Firm did not have adequate systems and procedures in place that other conveyancing firms allegedly have in place for the purposes of ensuring that all requisite documentation, including the executed mortgage deed, are in place before completion. The Tribunal also noted that the Respondent's description of the treatment that she had allegedly received from Mr Burton gave rise to an impression that the culture of the Firm may have been toxic.
29. However, the Tribunal was unable to hear from Mr Burton himself about these allegations because the Respondent declined an opportunity to cross-examine Mr Burton. The Respondent explained that she was simply unable to face Mr Burton and conduct the cross-examination by herself due to the trauma allegedly caused by Mr Burton's conduct.

### **Sanction**

30. The Tribunal had regard to its Guidance Note on Sanctions 10th Edition from June 2022. The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.
31. In assessing the Respondent's culpability, the Tribunal found that the Respondent had been an experienced conveyancing solicitor and had known that she was not permitted to complete the conveyancing transaction without the executed mortgage deed in place but she had nevertheless decided to do so in breach of her position of trust and in breach of the Conveyancing Protocol and contrary to the lender client's instructions as set out in the Lender's Handbook and she had not informed the lender client of the fact that the conveyancing transaction was completed without the executed mortgage deed in place.
32. Whilst no actual harm had been caused to either the lender client or the lay clients, the Tribunal considered that the Respondent must have appreciated that there had been a risk of potentially serious harm being caused to any or all of the clients.
33. The Tribunal also considered that the public would have been entitled to expect that solicitors dealing with substantial assets on behalf of their clients would not act in breach of their clients' express instructions.
34. Whilst the Tribunal accepted that the Respondent's misconduct had not been planned, the misconduct took place on a single occasion, was of a short duration and had not caused an actual harm to the Firm's clients or the Firm, the Tribunal found that the Respondent's conduct had harmed the reputation of the profession because the Respondent's conduct in completing the conveyancing transaction without the executed mortgage deed and acting contrary to the Conveyancing Protocol and the instructions of the lender client as set out in the Lender's Handbook had been dishonest.

35. In this respect, the Tribunal followed the reasoning of Justice Coulson in *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin):

*“34. There is harm to the public every time that a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be “trusted to the ends of the earth”.”*

36. In mitigation, the Tribunal accepted that the Respondent’s conduct had taken place in difficult circumstances, where she had received no support and the supervising partner had been away from the office and there was no one else to was appointed to supervise the conveyancing transaction in place of the absent partner. The Respondent had also fully cooperated with the SRA and had self-reported her conduct to the SRA. During the Hearing the Respondent also displayed some insight into her misconduct.

37. Given the serious nature of the allegation of dishonesty, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand, or restrictions. The Tribunal had regard to the case of *Bolton v Law Society* [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

*“... Lapses from the required standard (of complete integrity, probity and trustworthiness)....may....be of varying degrees. The most serious involves proven dishonesty.... In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors.”*

38. The Tribunal also had regard to the *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin), where Justice Coulson confirmed that a finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances.

39. Moreover, the Tribunal reminded itself of the findings of Flaux LJ in *SRA v James et al* [2018] EWHC 3058 (Admin):

*“... in my judgment, pressure of work or extreme working conditions whilst obviously relevant, by way of mitigation, to the assessment which the SDT has to make in determining the appropriate sanction, cannot either alone or in conjunction with stress or depression, amount to exceptional circumstances. Pressure of work or of working conditions cannot ever justify dishonesty by a solicitor ...”*

40. Therefore, the Tribunal found that whilst the Respondent’s allegations regarding her working conditions and lack of support, and/or her motivation in attempting to protect harm or misery being caused to the lay clients were relevant, they were nevertheless not sufficient, either alone or cumulatively, to be classed as exceptional in line with the residual exceptional circumstances category referred to in the case of *Sharma*.

41. The Tribunal decided that in view of the serious nature of the misconduct, in that it involved dishonesty, and given the relevant case law that binds the Tribunal, the only appropriate and proportionate sanction was to [strike the Respondent, Ms Tatiana Langridge off the Roll of Solicitors](#). The Tribunal found that such a sanction protected the reputation of the profession.



42. The Tribunal entreats solicitors who realise they have not got everything that they need for completion of a transaction to speak to and take advice from more experienced colleagues to obtain insight regarding the risk in departing from correct procedures. If they do not, it may have adverse consequences for their clients and, ultimately, them.

### **Costs**

43. The Applicant's schedule of costs amounted to £21,754.68, which was reduced from £22,777.08 due to the shortened length of the Hearing and the Applicant agreeing to reduce the work conducted by Capsticks Solicitors LLP in relation to the signed version of the Rule 12 Statement. The majority of the Applicant's costs comprised the fees of six fee earners of varying seniority from Capsticks Solicitors LLP. The fees included disbursements and VAT.
44. The Respondent had provided detailed evidence of financial means, and she invited the Tribunal to take this into account. The Respondent further asserted that the Applicant's costs were excessive. In the Respondent's view, the amount of work that Capsticks Solicitors LLP had conducted was unreasonable and there was duplication of work.
45. The Respondent further submitted that very little investigation would have been required because she had admitted that she had completed the transaction without the executed mortgage deed and that she had made it clear that she was willing to cooperate with the SRA. According to the Respondent, a lot of the work related to the fact-finding could have been avoided if the SRA had simply interviewed her and/or spoken to her.
46. The Tribunal reviewed the cost schedules and the Respondent's statement of means together with the supporting evidence submitted by the Respondent. The Tribunal did not consider that there was evidence that the Respondent had limited financial means. However, the Tribunal accepted the Respondent's submission that there had been a duplication of work and decided that it was appropriate to further reduce the Applicant's costs incidental to these proceedings to the sum of £17,403.74 including disbursements and VAT, which the Respondent was ordered to pay to the Applicant.

### **Statement of Full Order**

47. The Tribunal ORDERED that the Respondent, TATIANA LANGRIDGE solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £17,403.74.

Dated this 1<sup>st</sup> day of July 2024  
On behalf of the Tribunal

*D Green*

D Green  
Chair

**JUDGMENT FILED WITH THE LAW SOCIETY**  
**01 JULY 2024**