SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12623-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

TINA THERESA SHIEBERT Respondent

Before:

Mr M.N. Millin (in the chair)
Mr J Abramson
Mrs L McMahon-Hathway

Date of Hearing: 20-21 October 2025
and 8 December 2025

Appearances

Andrew Bullock, Barrister, employed by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN, instructed by the Applicant.

James Counsell KC, Outer Temple Chambers, 222 Strand, Temple, London WC2R 1BA for the Applicant on 8 December 2025.

Geoffrey Williams KC, instructed by Murdochs Professional Discipline Solicitors, 43 High Street, London E11 2AA for the Respondent.

JUDGMENT

Allegations

1. The allegations against the Respondent, Ms Tina Theresa Shiebert, made by the SRA are that while in practice as a partner at Forbes Hall LLP, trading as Dickins Shiebert whose office was at Matthew House, 45 - 47 High Street, Potters Bar, Hertfordshire, EN6 5AW (the Firm):

1.1 On 24 September 2021 she sent a letter to third parties which was apt to mislead them as to the extent of their rights over land for the purposes of inducing them to enter into a Deed of Variation under which those rights would be forfeited and therefore breached any or all of:

1.1.1 Principle 2 of the SRA Principles 2019 ("the Principles");
1.1.2 Principle 4 of the SRA Principles 2019;
1.1.3 Principle 5 of the SRA Principles 2019; and
1.1.4 Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code").

Executive Summary

2. The Respondent was instructed by Clients C, D, E and F in September 2021 in connection with the management of leasehold interests at the Manor, a property comprising six flats. The allegation concerned a letter dated 24 September 2021 sent by the Respondent to the leaseholders of Flat 4 ("the Letter"), which the Applicant alleged was misleading and intended to induce them to enter into a deed of variation under which rights over land would be forfeited.

3. The Respondent denied the allegation, maintaining that the lease plan was defective and that her letter was intended to initiate rectification through legal representation. She accepted that, with hindsight, a fuller explanation of the enclosed plan would have been appropriate.

4. At the outset of the hearing, the Applicant clarified that the case was advanced on the basis that, although the lease purported to grant rights over the paddock, those rights were intended but not legally effective. The Applicant relied on the letter of 24 September 2021, an attendance note dated 20 September 2021, and two emails sent by the Respondent, which were said to demonstrate her intention to persuade the leaseholders to agree to a deed of variation

5. At the close of the Applicant's case, the Tribunal upheld an application of no case to answer under the first limb of *Galbraith*[1], finding that the allegation was fatally flawed and misconceived because there were no enforceable rights in respect of which the leaseholders could have been misled. The factual allegation was dismissed and therefore the Tribunal had no need to consider the alleged breaches of the Principles and the Code.

6. The Tribunal subsequently granted the Respondent's application for costs in principle, determining that there was good reason to depart from the starting point under the

[1] *R v Galbraith* 1 WLR 1039

principles in *Baxendale-Walker*[2] and *Hon-Ying Amie Tsang*[3] [2024] EWHC 1150 given that the prosecution was found to have been unreasonable.

7. After hearing submissions on quantum, the Tribunal assessed the Respondent's costs in the sum of £159,242. This figure reflected reductions applied to the brief fee and the first fixed fee, the disallowance of the costs hearing fee, and the allowance of the second fixed fee in full.

Sanction

8. The allegations were dismissed by the Tribunal.

Documents

9. The Tribunal considered all of the documents in the electronic case bundle which included:

   (a) The Applicant's Rule 12 Statement dated 14 June 2024 and the Exhibit Bundle (X1-X497);
   (b) The Respondent's Answer to the Applicant's Rule 12 Statement dated 21 October 2024;
   (c) The Respondent's Witness Statement dated 2 October 2025;
   (d) The Respondent's Exhibits TS/1(D10- D16);
   (e) The Respondent's Statement of Costs dated; 20 October 2025 and 4 December 2025;
   (f) The Respondent's Skeleton Argument on Costs dated 4 December 2025;
   (g) The Applicant's Skeleton Argument on Costs dated 5 December 2025.

Factual Background

10. The Respondent, who was born on 10 February 1961, is a solicitor having been admitted to the Roll of Solicitors on 1 October 1986.

11. From 1 May 2021 until 31 December 2022 the Respondent was a non-Member Partner at Forbes Hall LLP trading as Dickins Shiebert.

12. The Respondent has also been the owner and director of Dickins Shiebert since 1 January 2008, where she is the Compliance Officer for Legal Practice (COLP)and Compliance Officer for Finance and Administration (COFA).

13. The Respondent has a current Practising Certificate for the year 2024-2025 free from conditions**.**

[2] *Baxendale-Walker v Law Society* [2007] EWCA Civ 233
[3] *SRA* v *Hon-Ying Amie Tsang* [2024] EWHC 1150

Witnesses

14. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties.

15. The following witnesses gave evidence during the hearing:

    (a) Pauline Dunleavy – For the Applicant;

The Oral Evidence of Pauline Dunleavy

16. The Tribunal heard oral evidence from Pauline Dunleavy which is summarised as follows:

    (a) Pauline Dunleavy confirmed that she and her sister purchased Flat 4 in 2014 as an investment property and have never lived there.

    (b) On acquisition of the lease, she instructed the firm Rainer Hughes, who had acted for her family previously. She confirmed that Brian Hughes of Rainer Hughes acted for her in the purchase and continues to act in related litigation seeking a declaration of rights over the paddock. She was aware of a pause in those proceedings for mediation but believed that had been concluded. She had no prior knowledge of the SRA complaint.

    (c) She disputed the third paragraph of the Letter, which asserted that the lease of Flat 4 was defective.

    (d) On examining the counterpart lease, Pauline Dunleavy confirmed that it referred to rights over land edged in green on "Plan B". When she was provided with the original counterpart of that plan, she accepted that it was that part of the premises known as the Coach House which was edged in green. She however, maintained that green edging also extended around the Manor and included the paddock. She further stated that the Coach House was a separate dwelling and fenced off, and she had never entered it.

    (e) Further to rejecting that the lease was defective, she asserted that the original freeholders owned the relevant land when the lease was granted. She explained that the dispute arose because the Respondent's letter suggested that Flat 4 had no rights over the paddock, when it was her understanding that those rights existed. She said that she and her sister did not agree to the proposed deed of variation because they knew their lease differed from the extended leases of other flats, which also included car parking rights introduced in 2011.

    (f) She confirmed that they attempted to sell the flat in 2020 but were told "there was an issue with the lease". They subsequently withdrew it from the market. She said the uncertainty had prevented the sale and led to litigation to clarify rights.

(g) In cross-examination, Pauline Dunleavy accepted that her statement contained strong language suggesting deliberate conduct by the freeholders and their solicitors to remove paddock rights. She acknowledged that this allegation was not part of the present case but was based on her belief that the freeholders intended to free the paddock for other uses. She reiterated that she believed Flat 4 retained rights over the paddock and that other flats had surrendered such rights when extending their leases

(h) She confirmed that she marked the disputed area on a plan sent to her solicitor and conceded that the green edging on the original plan ran along the outside of the red edging. She maintained that the Respondent's proposal for a deed of variation was unnecessary and that the litigation route was pursued only because mediation failed.

Findings of Fact and Law

17. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998.

18. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of all witnesses. 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.

19. The Applicant's Case

19.1 The Applicant's case in respect of all the allegations is set out in the Rule 12 Statement dated 14 June 2024 which can be found here – Click Here.

19.2 The Applicant clarified during the hearing that the case was advanced on the basis that, although the lease of Flat 4 purported to grant rights over the paddock, those rights were intended but not legally effective, as the freeholder did not own the land at the time.

19.3 The allegation was that the Respondent's letter was apt to mislead because it proposed a deed of variation to remove rights which, although intended under the lease, were unenforceable.

20. Submission of No Case to Answer by the Respondent

20.1 At the close of the Applicant's case, Mr Williams KC on behalf of the Respondent made an application for a finding of no case to answer. In support of his application, he advanced the following:

(a) Applying the test in *R v Galbraith* [1981] 1 WLR 1039, the Tribunal must consider whether the SRA's evidence, taken at its highest, is such that no reasonably and properly directed panel could find the allegation proved. If so, the Respondent has no case to answer.

(b) The allegation, as framed in the Rule 12 Statement, was that the Respondent sent a letter to third parties which was apt to mislead as to the extent of their

rights over land, and to induce them to enter into a deed of variation under which those rights would be forfeited. In substance, it was alleged that the Respondent wrote a dishonest or misleading letter.

(c) Counsel submitted that for this allegation to succeed, the Applicant must establish that the leaseholders actually had rights over the paddock about which they could be misled. However, the SRA's own case, as clarified during the hearing, was that the lease of Flat 4 purported to grant such rights but did not effectively do so.

(d) The evidence before the Tribunal, including the original lease, demonstrates that the lease purported to include the Coach House, which was never owned by the freeholder, and expressly excluded the paddock. The Respondent was not involved in the creation of the lease and only became involved in 2021.

(e) Counsel submitted that the Dunleavys' own conduct supported this analysis: they issued proceedings seeking a declaration of paddock rights, which have not progressed. If the lease had created enforceable rights, such proceedings would be unnecessary. The real issue, therefore, lay in the defective drafting of the lease, not in any misconduct by the Respondent in attempting to resolve that problem.

(f) The oral evidence of the only live witness called by the Applicant did not establish that enforceable rights existed under the lease. On the contrary, the witness accepted that her statement contained language she wished she had expressed differently. Counsel concluded on this point that the evidence taken at its highest did not support the allegation that the Respondent's letter was misleading in the sense alleged.

20.2 Mr Williams therefore submitted that on a proper application of the principle established in *Galbraith,* the Tribunal should determine that the Respondent had no case to answer.

21. Response to the Submission

21.1 Mr Bullock opposed the application as follows:

(a) Counsel submitted that *"rights over land are not determined by lines on a plan"* and argued that mistakes occur in conveyancing. Where such mistakes arise, equity should intervene to give effect to the parties' intentions.

(b) If the Respondent was correct in her understanding that there was a defect in the demise of recreational rights over the paddock, that would not be determinative. The documentary evidence, which is not disputed, clearly demonstrated that the paddock was intended to be included within the lease. Where such intention is clear, equity should provide a remedy through rectification for obvious or mutual mistake.

(c) The existence of litigation seeking a declaration of paddock rights reinforced the conclusion that potential rights under the lease were in issue, even if their legal enforceability was contested.

(d) The Respondent's letter was misleading because it sought to remove rights which were intended under the lease and which could be enforced through equitable remedies.

(e) Mr Bullock emphasized that the SRA's role was not to arbitrate on the state of title but to assess whether the Respondent's conduct breached professional standards. The allegation therefore concerned the Respondent's knowledge and actions, not the ultimate determination of title.

21.2 In summary, Mr Bullock maintained that potential rights under the lease remained relevant, even if defects existed in the legal title. The Respondent's letter was apt to mislead in proposing a deed of variation to remove those potential rights.

22. The Tribunal's Findings

22.1 The Tribunal considered the evidence presented to which included the documentary exhibits, oral evidence and listened with care to submissions made by the parties.

22.2 No oral evidence was heard from the Respondent, as there was an application to determine the case at the close of the Applicant's case.

Allegation 1.1:-On 24 September 2021 the Respondent sent a letter to third parties which was apt to mislead them to the extent of their rights over land for the purposes of inducing them to enter into a Deed of Variation under which those rights would be forfeited.

22.3 The Tribunal considered the evidence presented which included the documentary exhibits and oral evidence of Pauline Dunleavy. It also considered with care the submissions made in relation to the Respondent's application for no case to answer.

22.4 The Tribunal reminded itself of the test in *R v Galbraith* [1981] 1 WLR 1039, namely whether, taking the Applicant's case at its highest, a reasonably and properly directed panel could find the allegation proved.

22.5 The evidence relied upon by the Applicant in support of proving the single allegation against the Respondent consisted primarily of the letter dated 24 September 2021, an attendance note prepared by the Respondent, and contemporaneous emails. In addition, the Applicant's case was supported by the witness statement and oral evidence of Pauline Dunleavy.

22.6 The Tribunal was mindful that the Applicant advanced its case on the basis that, although the lease of Flat 4 purported to grant rights over the paddock, those rights were intended but not legally effective. The allegation was therefore concerned with whether the Respondent's letter was apt to mislead in proposing a deed of variation to remove rights which, although intended, were unenforceable.

22.7 The Tribunal noted the following key extracts from the evidence relied upon by the Applicant:

(a) In paragraph 12 of her written statement, Pauline Dunleavy stated:

> *"I had the original lease from 2002 and was able to compare the two plans. As we could see the only difference was the removal of the enjoyment of the paddock from our lease. I believe this was deliberate and an attempt to get us to agree to the lease plan provided which would have effectively rescinded our access to the paddock area as the new freeholders cannot do anything with that area because of the right of recreational use over it."*

In her oral evidence, Ms Dunleavy accepted that she had not expressed herself as clearly as she might have done and confirmed that she had nothing to do with the Coach House, which was excluded from the lease and was private property.

(b) The Applicant also relied on an attendance note dated 20 September 2021 and two emails sent by the Respondent. The attendance note recorded a telephone conversation between the Respondent and Client E (one of the freeholders), in which the client indicated a wish to address a discrepancy in the lease plans.

(c) On 24 September 2021, the Respondent wrote to Client E:

> *"You will see that I have avoided any reference to the Donkey Paddock but instead, have tried another tack. The fact is, one of the lease plans is incorrect in that the green edging has been incorrectly drawn and therefore, they do not have any rights to use the open areas, even though they are obliged to contribute towards the cost of maintenance. Of course, it is more complex than that but knowing that they want to sell without any complications, I would be hopeful that they could be persuaded to correct the Lease to avoid any difficulties with the sale."*

22.8 In a further email dated 13 October 2021 the Respondent further told Client E:

> *"You will see that I have steered away (at least at present) from making any reference to the Donkey Paddock since, if we can persuade the Dunleavy's* [sic] *to enter into a Deed of Variation to include an estate plan that is the same as the plans used in the other Leases, then the problem is solved."*

22.9 The Tribunal considered the evidence summarised above to represent the Applicant's case at its highest and concluded that it did not meet the threshold required for a case to answer. In reaching this conclusion, the Tribunal took into account the following:

(a) On the totality of the evidence presented, the lease did not grant any enforceable rights over the paddock or communal areas. This was consistent with the fact that the Dunleavys had initiated court proceedings seeking a declaration of such rights. The Tribunal therefore concluded that there were no rights which the leaseholders could be misled into giving up.

(b) That the wording of the third paragraph of the Letter stated:

"As you will be aware from previous correspondence, the Lease of Flat 4 is defective and needs to be varied to rectify the same."

This indicated to the Tribunal that the recipients were already aware of an issue with the lease. In addition, the Tribunal noted evidence that the flat had been withdrawn from sale in 2020 because of an alleged issue with the lease.

(c) The Respondent had enclosed with the Letter copies of the lease plan for Flat 4 and plans for the other leases at the Manor. The Tribunal found that this disclosure was inconsistent with an intention to mislead. The Letter also stated:

"The green edging on the plan is around an area that was not (and is not) within the freehold titles and therefore, the rights granted are not effective and indeed, there are no rights for the benefit of Apartment 4 to use the garden grounds, even though you have an obligation to pay towards the cost of the upkeep of the open areas."

Based on these statements, taken together, the Tribunal found that the Respondent was explaining the defect rather than concealing it.

(d) The Letter concluded by suggesting that the recipients engage their solicitor to negotiate a deed of variation. The Tribunal considered that a solicitor intending to mislead would be unlikely to advise the recipients to seek independent legal advice.

22.10 The Tribunal determined that the Respondent's application was well founded under the first limb of the *Galbraith* test. There was no evidence to support an essential ingredient of the allegation, namely that the recipients of the letter had enforceable rights over the paddock which they could be misled into forfeiting. The Tribunal further considered that the substance of the letter was to invite the leaseholders to engage in discussions regarding a possible variation, rather than to mislead or induce them into forfeiting their rights.

22.11 Accordingly, the Tribunal upheld the Respondent's application and determined that there was no case to answer. The allegation was therefore dismissed.

22.12 In light of the Tribunal's decision to dismiss the allegation, it was unnecessary to consider the alleged breaches of the SRA Principles and Code of Conduct.

Previous Disciplinary Matters

23. The Respondent has an unblemished regulatory record.

Costs

24. Mr Williams, on behalf of the Respondent, claimed costs in the sum of £171,654,00 as set out in the costs schedule dated 20 October 2025. The application was opposed by the Applicant.

25. In support of the application Mr Williams advanced the following points:

(a) This was a case which should never have been brought before the Tribunal, as reflected in both the nature and timing of the Tribunal's decision. He argued that it was very rare for a prosecution to fail at the stage of a submission of no case to answer. The allegation, he submitted, lacked merit and was fatally undermined by the witness statement which the Applicant had assisted in drafting on behalf of the only live witness.

(b) The Respondent has been a solicitor for 39 years without any previous contact with the regulator save for the complaint by the Dunleavys' solicitor which had been disavowed by the SRA and which had not been progressed.

(c) The proceedings threatened the Respondent's professional life for the first time in nearly four decades which had caused her extreme stress and had a deleterious effect on her health.

26. Mr Williams submitted that a vast amount of work had been undertaken on behalf of the Respondent to reduce the case to its current proportions and that she should not have to bear the costs of defending proceedings which were stopped at the earliest possible stage.

27. Mr Bullock, on behalf of the Applicant, opposed the application for costs. He reminded the Tribunal of Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019 ("SDPR 2019"), which empower the Tribunal to make such order as to costs as it thinks fit. He referred to Rule 43(3), which permits the Tribunal to make an order for costs where allegations are not proved against the Respondent.

28. Mr Bullock submitted that the basis on which the Tribunal should exercise its discretion is set out in a line of authorities, including *Baxendale-Walker v The Law Society* [2007] **[**2007] EWCA Civ 233 and the more recent case of *SRA* v *Hon-Ying Amie Tsang* [2024] EWHC 1150.

29. Based on those authorities, he submitted that the starting point where an allegation is dismissed, is no order as to costs unless there is good reason to depart from that position. The Tribunal were invited to consider the fact that proceedings were brought in exercise of the SRA's regulatory function and in doing so, the imposition of adverse costs orders may have a chilling effect on the exercise of its jurisdiction.

30. Mr Bullock averred that such good reasons are not confined to cases where proceedings have been improperly brought or so badly conducted as to amount to "a shambles from start to finish," but any other reasons must be of comparable gravity. He argued that in respect of the present case it was not sufficient that the allegation was dismissed or even dismissed at half-time. He argued further that the fact that the case was dismissed at half time was not a fundamental problem of such severity as to be comparable to a case conducted so badly as to amount to 'a shambles from start to finish' or being improperly brought.

31. Mr Bullock submitted that the case against the Respondent was not fatally flawed and the basis upon which the application for no case to answer was made was open to reasonable argument. The Tribunal's decision reflected its evaluation of the evidence, the oral evidence of which had been properly tested in cross examination. In the

circumstances, it was submitted the appropriate order to be made by the Tribunal was no order as to costs.

The Decision of the Tribunal on Liability for Costs

32. The Tribunal reminded itself of its jurisdiction under Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019 and the principles set out in *Baxendale-Walker v The Law Society* [2007] EWCA Civ 233 and *SRA* v *Hon-Ying Amie Tsang* [2024] EWHC 1150.

33. The Tribunal found that this case provided good reason to depart from the starting point identified in *Baxendale-Walker*. The allegation was fatally flawed from the outset and misconceived, given that there were no enforceable rights under the lease in respect of which the Dunleavys could have been misled. The Tribunal had already found that the absence of such rights was an essential ingredient of the allegation and that the prosecution was therefore unreasonable. This was not a case where the failure resulted from the Tribunal's evaluation of marginal evidence; rather, the allegation lacked any proper foundation in law or fact.

34. The Tribunal noted further that, whilst the leaseholders might seek to assert equitable rights in other proceedings, such matters were not relevant to the Tribunal's determination. The allegation concerned whether the recipients of the Letter could have been misled as to enforceable rights under the lease, and the Tribunal had found that no such rights existed.

35. The Tribunal noted that the present allegation was fundamentally misconceived and could not succeed on any reasonable interpretation of the evidence. While the Tribunal accepted that the SRA was acting in the exercise of its regulatory function, it concluded that the decision to prosecute in these circumstances fell outside the bounds of what was reasonable.

36. The Tribunal further noted the significant stress and health impact of the proceedings which, while not determinative of principle, reinforced the appropriateness of a cost order.

37. Accordingly, the Tribunal determined that there was good reason to depart from the starting point and make an order for costs in favour of the Respondent.

Quantum of Costs

38. James Counsell KC, on behalf of the Applicant, submitted that the Tribunal should not itself undertake a detailed assessment of costs but should refer the matter to a costs judge for assessment.

39. He argued that the Respondent's claim was unreasonable and inadequately supported. In particular, the detailed schedule was filed late and, rather than being prepared contemporaneously, was reconstructed retrospectively by reviewing the file after the conclusion of the case. This, he submitted, rendered the information inherently unreliable.

40. James Counsell KC, submitted further that the costs claimed were disproportionate, amounting to nearly ten times the Applicant's own costs of £16,883.15. He argued that the case was not document-heavy, involving a bundle of approximately 500 pages, and that the advocacy could have been conducted by a senior junior counsel rather than leading counsel. On that basis, the brief fee of £102,600 was excessive and disproportionate.

41. He contended further that the hourly rate of £400 claimed for the instructing solicitor should be reduced to a reasonable market rate. He noted that the applicable guideline hourly rate in 2024 was £301 and £312 in 2025.

42 Mr Geoffrey Williams KC, on behalf of the Respondent, submitted that the Applicant had sought to terminate the career of a solicitor of long standing with an unblemished disciplinary record. He argued that the Respondent should not be left to bear the expense of defending proceedings which were found to have been misconceived. He noted that, on 21 October 2025, the Applicant had sought instructions on costs without success, and the Tribunal had granted time for the parties to agree quantum. This exercise had not been successful.

43. While accepting that the detailed schedule was filed late on behalf of the Respondent, Mr Williams explained that the Respondent had not anticipated that such detail would be required.

44. Mr Williams submitted that the Tribunal was an expert Tribunal, experienced in dealing with substantial costs claims and capable of reaching a reasoned decision pursuant to the SDPR 2019. He further argued that the brief fee for leading counsel was justified by the complexity of the case and the stakes involved, noting that the Applicant's own advocate was both senior and suitably experienced.

45. Mr Williams contended that the instructing solicitor's fees were reasonable given the volume of work undertaken, including numerous calls and preparation not claimed in the schedule. He emphasized that the second fixed fee was modest compared to the actual hours worked and that the Respondent's legal team had saved the Tribunal considerable time by successfully advancing a submission of no case to answer. He invited the Tribunal to make an order for costs in a reasonable sum.

<u>The Decision of the Tribunal on Quantum of Costs</u>

46. The Tribunal considered the Applicant's submission that the assessment of costs should be referred to a costs judge. It determined that such a referral was unnecessary. The Tribunal noted that it is experienced in dealing with substantial costs claims and is empowered under Rule 43 of the SDPR 2019 to make such order as to costs as it thinks fit. The Tribunal was satisfied that it had sufficient information, including the detailed costs schedule and the cost lawyer's reports, to assess the reasonableness and proportionality of the costs claimed.

47. In accordance with Rule 43(4) of the SDPR 2019, the Tribunal considered the relevant circumstances when determining the issue of costs and in particular found the following to be relevant to the determination of costs of this case:

(a) the conduct of the parties and whether any or all of the allegations were pursued or defended reasonably;

(b) whether the Tribunal's directions and time limits imposed were complied with;

(c) whether the amount of time spent on the matter was proportionate and reasonable;

(d) whether any hourly rate and the amount of disbursements claimed is proportionate and reasonable;

48. The Tribunal accepted that the Respondent was entitled to recover costs in full for work reasonably undertaken in defending proceedings which were found to have been misconceived. However, it also accepted that certain reductions were appropriate to reflect proportionality and market rates.

49. In relation to the brief fee for leading counsel, the Tribunal noted that the original sum claimed was £102,600. The Tribunal acknowledged the complexity of the case and the expertise required. The Tribunal reduced the fees by £6,000 due to an arithmetical error in the fee note. The additional fee of £6,000 claimed for the 8 December 2025 was not allowed on the basis that the preparation and advocacy for that hearing were adequately covered by the original brief fee and refresher. The Tribunal noted that the present hearing formed part of the original three-day listing, and it was not, therefore, appropriate to award costs separately.

50. Turning to the instructing solicitor's fees, the Tribunal accepted the Applicant's submission that the hourly rate of £400 exceeded the guideline rates. The Tribunal reduced the hourly rate to £301. On that basis, the first fixed fee agreement was reduced from £27,000 to £20,588. The Tribunal was satisfied that the adjusted amount was a reasonable award for the work undertaken.

51. The Tribunal then considered the second fixed fee agreement of £42,054. It accepted the Respondent's submission that, even after applying the reduced guideline hourly rate, the amount of fees incurred exceeded the amount claimed. The Tribunal was satisfied that the second fixed fee was reasonable and proportionate and allowed it in full.

52. In summary, the Tribunal determined that the Respondent's costs should be assessed in the total sum of £159,242.00 This figure reflects the reductions applied to the brief fee and the first fixed fee, the disallowance of the costs hearing fee, and the allowance of the second fixed fee in full.

53. The Tribunal considered the Applicant's request to postpone payment of the Respondent's costs until the Applicant had received and reviewed the judgment on the submission of no case to answer and liability for costs. The Tribunal declined to grant the application. It noted that it had already made a costs order against the Applicant and saw no reason to delay enforcement on the assumption that an appeal might be pursued. The Respondent had incurred substantial expense in successfully defending the proceedings, and the Tribunal considered that it would be unjust to subject her to further

uncertainty or defer payment while the Applicant determined whether to appeal. The Tribunal was satisfied that its order should take immediate effect.

Statement of Full Order

54. The Tribunal ORDERED that the allegations against TINA THERESA SIEBERT be DISMISSED. The Tribunal ordered further that the Applicant pay the costs of and incidental to this application and enquiry fixed in the sum of £159,242.00.

Dated this 16th day of December 2025
On behalf of the Tribunal

M.N. Millin

M.N. Millin
Chair