SOLICITORS DISCIPLINARY TRIBUNAL

<u>IN THE MATTER OF THE SOLICITORS ACT 1974</u> <u>Case No.12689-2024</u>

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

JULIAN CONDLIFFE Respondent

Before:

Ms A Kellett (in the Chair)
Mrs M Cole
Mr A Lyon

Date of Hearing: 16 - 19 June 2026

Appearances

Ms Hanne Stevens of Capsticks Solicitors LLP, Wellington House, 68 Wimbledon Hill Rd, London SW19 7PA for the Applicant.

Mr Jonathan Goodwin of Jonathan Goodwin Solicitor Advocate Limited, 69 Ridgewood Drive, Pensby, Wirral, CH61 8RF for the Respondent.

JUDGMENT

Allegations

Allegation 1

1. Pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 (SDPR), the Allegations against the Respondent, Ms Julian Condliffe, made by the SRA, were that, whilst admitted to the Roll of solicitors:

1.1 Between 22 October 2018 and September 2019, misled TT, IW, and PJ (together "the Investors") into believing that following receipt of the completed transfer form, completion monies, and sourcing fee, she would complete the transfer of 9 Angus Street to IW and PJ's names but failed to do so.

And in doing so breached any or both of Principles 2 and 6 of the SRA Principles 2011 ("the 2011 Principles") and Outcome 11.1 of the SRA Code of Conduct 2011 ("the 2011 Code").

1.2 Misled:

1.2.1 the SRA on 14 February 2022, by stating that the Investors entered into a standard common-law management tenancy with an option to purchase when this was not true; and

1.2.2 the Court on 16 January 2023 by stating in her Defence and Counterclaim that the Investors wanted a residential purchase lease option until they were ready to finalise the registration process when this was untrue.

And in doing so breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 ("the 2019 Principles") and Paragraph 1.4 of the SRA Code of Conduct 2019 ("the 2019 Code").

Allegation 2

2. In addition, Allegation 1.1 above is advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct, but proof of dishonesty is not required to establish the Allegation or particulars.

Pursuant to Rule 14 of the SDPR, the SRA referred the following additional Allegations against the Respondent, Julian Condliffe, to those already before the Solicitors Disciplinary Tribunal.

Allegation 3

The additional Allegations against the Respondent, Julian Condliffe, made by the SRA, are while in practice as a Solicitor, as a manager, COLP, COFA and MLRO, sole owner of an authorised body (a recognised sole practice) trading as Creative Legal Solutions Limited ("the Firm"), the Respondent:

3. Between 28 August 2024 and 17 January 2025, caused or allowed client money to be held with Tide Platform Limited:

3.1 which was outside of a client account; and/or
3.2 which was not available on demand; and/or
3.3 which was not returned promptly; and/or
3.4 which was outside a branch (or the head office) of a Bank.

In doing so, she breached any or all of:

3.5 Principles 2 and/or 7 of the SRA Principles;
3.6 Paragraph 4.2 of the SRA Code of Conduct for Solicitors, RFLs, RELs and RSLs ("Code for Solicitors");
3.7 Paragraph 9.1(b) and/or 9.2(a) of the Code for of Conduct for Firms ("Code for Firms");
3.8 Rules 2.3, 2.4, 2.5, and/or 3.1 of the SRA Accounts Rules 2019 ("SARs").

Allegation 4

4. From the period 5 September 2024 onwards:

4.1 On 5 September 2024, provided inaccurate, incomplete, and/or misleading information to the Solicitors Regulation Authority regarding the Firm's Bank accounts; and/or

4.2 Subsequent to the events at 4.1 above, from 5 September 2024 onwards, she failed to correct the position and/or update the SRA in respect of information that had been provided on 5 September 2024.

In doing so, she breached any or all of:

4.3 Principles 2, 4 and/or 5 of the SRA Principles;

4.4 Paragraphs 1.4, 7.4 and/or 7.6(c)(i) and/or 7.6(c)(ii) of the Code for Solicitors.

Professional Details

5. Ms Julian Condliffe (also known as Julie Condliffe) was born in March 1978, and was admitted to the Roll in November 2012, SRA ID 518637. At the time of Allegations 1 and 2 she was not working at a recognised body but was working at PropertyPro World Limited ("PPW"), a private limited property company. She was the sole director of PPW from 26 April 2017 to 1 June 2020.

6. At the relevant time under Allegations 3 and 4, Ms Condliffe was in practice as a solicitor, manager, COLP, COFA and MLRO as the sole owner of an authorised body (a recognised sole practice) trading as Creative Legal Solutions ("the Firm").

7. The Firm was closed on 17 January 2025 following an intervention by the Applicant. At the time of the hearing, Ms Condliffe did not hold a current practising certificate.

Executive Summary

8. Ms Condliffe was admitted to the Roll in 2012. At the time of allegations 1 and 2, detailed in the Rule 12 statement, she was sole director of PPW, which was a private property investment company, not a firm of solicitors. It was proved that, in her capacity

as director, she misled three individuals who believed they were purchasing a residential property which they paid for, but which was never transferred into their names.

9. It was also alleged and proved that Ms Condliffe misled the Applicant during an investigation in 2022, and the court during related proceedings in 2023. Ms Condliffe relied at all material times on the proposition that the individuals had entered into a common-law management tenancy with an option to purchase, whereas the individuals were in fact led to believe that they were purchasing the freehold property outright, following payment of completion monies and a sourcing fee, and signing the transfer form TR1. Ms Condliffe was found to have acted dishonestly.

10. Allegations 3 and 4 were brought under the Rule 14 statement and arose from Ms Condliffe's handling of client money and conduct during a separate SRA investigation in 2024. At this time, she owned Creative Legal Solutions Solicitors Limited, a conveyancing practice in Northamptonshire, of which she was sole owner, COLP, COFA and MLRO. The Applicant intervened into the firm on 17 January 2025 and Ms Condliffe's practising certificate was suspended.

11. Ms Condliffe admitted Allegation 3 which was the charge of allowing client money to be held in an account which did not meet regulatory requirements. This was a breach of the duty to uphold trust and confidence in the solicitors' profession and the duty to act in the best interests of each client. Ms Condliffe also admitted breaches under the SRA Codes of Conduct for Firms and Solicitors and breaches of the Accounts Rules.

12. Allegation 4, of providing the regulator with inaccurate, incomplete, and/or misleading information during a subsequent investigation, was found to be not proved.

13. Ms Condliffe was struck off the Roll of Solicitors.

Documents

14. The Tribunal considered all the documents in the case which included:

Applicant

- Rule 12 Statement dated 20 September 2024 [here].
- Exhibit LJF1
- Rule 14 Statement and Exhibit LJF2 dated 26 September 2025 [here].
- Schedule of Costs dated 9 June 2026.

Respondent

- The Respondent's Answer to the Rule 12 Statement dated 2 December 2024 [here].
- The Respondent's Answer to the Rule 14 Statement dated 18 December 2025.

Preliminary Matters

15. Remote Evidence

15.1 The Applicant made an application on 5 June 2026 for a witness, PJ, also referred to as Witness A, to give evidence remotely at the substantive, in person, hearing listed for 16 June to 19 June 2026. Mr Goodwin, by email dated 8 June 2026, submitted that the application should be refused.

15.2 The matter was considered by the Tribunal who then, by email dated 11 June 2026, requested a signed statement addressing the following:

- The reason why the request was made at this late stage;

- Full reasons why PJ was unable to attend in person; and

- In the event that permission was granted for evidence to be given by video link, the measures and safeguards to be implemented, bearing in mind the SRA's own submission that PJ was a *"significant witness,"* and the conditions suggested by Mr Goodwin in his email dated 8 June as protection towards the interests of justice being maintained.

15.3 In response to the Tribunal's request, the witness statement and exhibit MLR1 of Mark Rogers, on behalf of the Applicant's solicitors, was filed and served on 12 June 2026.

15.4 The Tribunal considered Mr Rogers' detailed statement and evidence in support and was satisfied that there were proper reasons why PJ was unable to attend in person and why the application was made at a late stage, and that it was in the interests of justice that permission be granted for PJ to give evidence at the substantive hearing by video link, on the basis that he was prepared to agree to the following conditions suggested by Mr Goodwin in his email of 8 June 2026, namely:

- Witness A (PJ) must give evidence from a private, fixed location, namely a private room in his family room unless otherwise agreed;

- Witness A must be alone;
- Witness A must have no unauthorised documents, notes, devices, messaging applications, or communications available to him;

- The camera must show the witness and, if required, the room in which he was sitting;

- Witness A must use a laptop or desk-computer not a mobile telephone; and

- No person may communicate with Witness A whilst he was under oath or affirmation.

15.5 An email dated 15 June 2026 was then sent by the Applicant confirming further changes to the proposed draft timetable for the substantive hearing. Witness PJ, contrary to information he had given on 9 June, was unable to attend to give evidence on 16 June due to work commitments but would be available from 11am – 1pm on Wednesday 17 June. In response, Mr Goodwin submitted that the limited two-hour window was a real and obvious risk to the fair administration of justice, should the window prove too short for his evidence to be properly given and cross-examined. Ms Stevens confirmed that she would make further enquiries. In the event, Witness PJ began his evidence by video link at 10 am on Wednesday 17 June and his examination was completed in full.

16. Recusal of Chair

16.1 The Tribunal hearing this matter had originally been chaired by Mr Richard Nicholas. Mr Nicholas listened to the Applicant's opening submissions and Mr Lee was then called to give evidence on behalf of the Applicant. Mr Nicholas immediately realised that he recognised Mr Lee with whom he had had brief business dealings approximately 10 years ago. There was no personal relationship.

16.2 Mr Goodwin submitted that his client accepted there was no actual bias but was concerned about perceived bias. Given the seriousness of the allegations and potential consequences, Mr Goodwin sought an adjournment of the substantive hearing to allow time for a fresh panel to be constituted. Ms Stevens concurred that she did not consider there was actual bias and was neutral on the issue of perceived bias. Ms Stevens was also agreeable to an adjournment on the basis that the case was too complex for a new chair to grasp quickly, and this posed the risk of a truncated hearing.

16.3 The Tribunal determined that, whilst there was no allegation of actual bias, the possibility of perceived bias was such that, in the interests of fairness to the Respondent, it was appropriate for Mr Nicholas to recuse himself. It further determined that, in the interests of justice, the matter would proceed with a new Chair who would read the papers and a transcript of the Applicant's opening submissions.

Witnesses

17. 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. 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. The following witnesses gave oral evidence:

- Witness PJ
- Mr Stuart Lee
- Ms Julian Condliffe

Findings of Fact and Law

18. 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.

19. The Tribunal had regard to, and applied the following tests in its fact-finding exercise:

Dishonesty

20. The test set out at paragraph 74 of Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67.

Integrity

21. The matters set out at paragraphs 97 to 107 of Wingate v SRA [2018] EWCA Civ 366

Seriousness

22. The matters set out in paragraph 120 of Dentons Uk and Middle East LLP V SRA Ltd [2026] EWCA Civ 508

Factual Background Allegations 1 and 2

23. Ms Condliffe was a solicitor admitted to the Roll. From 26 April 2017 until 1 June 2020, she was the sole director of PPW, a property investment company. She also operated property investment syndicates, commonly referred to as "Rounds", which were established to assist syndicate members to support one another in saving money to acquire property.

24. In or around October 2018, three individuals, all of whom were nurses and friends, referred to as TT, IW, and PJ and together as "the Investors", entered into arrangements with Ms Condliffe in relation to a residential property known as 9 Angus Street ("the Property"). TT had participated in a Round, whereas PJ and IW had not. The purchase price was £27,999; a sourcing fee of £3,000 was paid to PPW; and the Investors spent £3,720 on renovations. Those sums were not in dispute. The Property was owned by PPW at all material times and PPW was therefore the seller. It was disputed when the Investors became aware of that fact.

25. The Investors understood that they were purchasing the freehold Property in the usual way and that it would be transferred into the names of PJ and IW, as TT did not wish to appear on the title. Their intention was then to renovate the Property and sell it on as soon as possible for a profit.

26. The transfer of legal title to the Property was not completed during that period, or at all. That fact was not disputed by the parties.

27. Between 22 October 2018 and September 2019, Ms Condliffe communicated with the Investors about the transaction, including matters concerning the execution of a transfer form and the payment of monies due.

28. Subsequent communications and documentation provided by Ms Condliffe to the regulator, and in related court proceedings, characterised the arrangement as a

residential purchase lease option, also described as a lease option to buy, rather than as an outright sale and purchase. Such an arrangement combined an option to purchase the Property within a defined period with a tenancy or management agreement, giving the future buyer, in this case the Investors, immediate control of the Property and an opportunity to sub-let it at a profit. Ms Condliffe's case was that she had provided documentation in support of the lease option arrangement. That was disputed by the Investors.

29. On 10 December 2021, the Investors issued county court proceedings against PPW and Ms Condliffe, seeking to recover their financial losses.

30. On 14 February 2022, Ms Condliffe provided information to the SRA in which she described the Investors' arrangement as a lease option agreement.

31. On 16 January 2023, Ms Condliffe made statements in court proceedings which advanced a similar characterisation of the transaction.

32. The claim was ultimately settled by a payment of £19,000 to the Investors.

33. The concerns arising from the disputed transaction were reported to the SRA. The SRA subsequently investigated the matter and referred the allegations to the Solicitors Disciplinary Tribunal on 29 May 2024.

Allegations

34. Allegation 1 – 1.1 Between 22 October 2018 and September 2019, misled TT, IW, and PJ (together "the Investors") into believing that following receipt of the completed transfer form, completion monies, and sourcing fee, she would complete the transfer of 9 Angus Street to IW and PJ's names but failed to do so. And in doing so breached any or both of Principles 2 and 6 of the SRA Principles 2011 ("the 2011 Principles") and Outcome 11.1 of the SRA Code of Conduct 2011 ("the 2011 Code")

35. 1.2 Misled:

(1.2.1) the SRA on 14 February 2022, by stating that the investors entered into a standard common-law management tenancy with an option to purchase when this was not true; and

(1.2.2) the Court on 16 January 2023 by stating in her Defence and Counterclaim that the investors wanted a residential purchase lease option until they were ready to finalise the registration process when this was untrue. And in doing so breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 ("the 2019 Principles") and Paragraph 1.4 of the SRA Code of Conduct 2019 ("the 2019 Code").

36. Allegation 2 - Allegation 1.1 was advanced on the basis that the Respondent's conduct was dishonest. Dishonesty was alleged as an aggravating feature of the Respondent's misconduct, but proof of dishonesty was not required to establish the Allegation or particulars.

<u>The Applicant's Case – Allegations 1.1, 1.2 and 2</u>

36.1 Ms Stevens introduced Allegations 1 and 2 by explaining that the solicitors acting for the Investors in the civil restitution proceedings had complained to the SRA on 30 June 2021 about Ms Condliffe's involvement in, and/or promotion of, a property syndicate or "Round". The complaint arose from the Investors' failed purchase of the Property from PPW, which Ms Condliffe had facilitated. Ms Stevens submitted that, based on information provided by Ms Condliffe, the Investors understood that they were purchasing the Property outright and that legal title would be transferred into their names once the purchase price and sourcing fee had been paid. Title was never transferred, which was why the Investors later brought the civil claim to recover their lost investment. Ms Stevens relied on PJ's evidence as the lead Investor, including his witness statements dated 27 February 2024 and 2 April 2024, together with the contemporaneous documentary evidence and the evidence adduced in the court proceedings, which collectively provided a consistent account of the events and communications which gave rise to the Investors, the regulator, and the court all being misled.

36.2 The Investors had been introduced to Ms Condliffe via TT, who described her as both a property agent and a solicitor, famous amongst the Zimbabwean community. PJ had a high level of trust in her professional standing:

> "*I also learnt that Julie was a Solicitor. I understand that Solicitors in the UK work under certain obligations and so naturally my level of trust towards her was high".*

PJ was thereby encouraged to proceed with an investment brokered by Ms Condliffe. He said in oral evidence, *"My understanding was that she was representing us"*.

36.3 By October 2018, the Investors proceeded to purchase the Property together, with the intention that it would be acquired, renovated, and sold on within a short period. PJ acted as the primary contact. Ms Condliffe had indicated that a solicitor from *"her company"* would handle the legal work but later, in an email dated 25 October 2018, stated that she would instead *"handle the matter myself in the interest of expediency"*. In a What's App message to the syndicate in which TT had invested, sent in December 2017, Ms Condliffe had said, *"As I am a specialist PROPERTY solicitor, my team MUST deal with the legal work"*.

36.4 In the same email of 25 October 2018, Ms Condliffe sent PJ the TR1 and AP1 forms, which were described as *"key documents"* required to transfer ownership and register the Property in the Investors' names. The email stated plainly, *"The TR1 transfers ownership of the property into your names"*. That communication stated, in some generic property purchasing advice, *"As you know the title to the property you are purchasing is freehold"* and gave the usual information about searches, fixtures and fittings and insurance. The email requested execution of the TR1 and payment of £27,999. Ms Stevens emphasised to the Tribunal that there was no mention at all within this email of any option agreement, which was the basis of Ms Condliffe's defence to the Allegations. The attachments, the TR1 and the AP1, were instead consistent with an outright sale of the title.

36.5 Ms Stevens submitted that a contemporaneous text message further reinforced the understanding that the Investors would own the Property imminently and proceed with refurbishment and onward sale:

> *"I'll be going all the way up north for you tomorrow to see the tenant and pick up the keys for you! The property will be yours from tomorrow! I know it was meant to be the 22nd. Ideally, I would want the builders to be lined up to start refurb works within the next 14 days. We need to turn it around quickly and move to the next property".*

36.6 The TR1 was signed by PJ and TT and returned on 27 October 2018. An email from Ms Condliffe the following day confirmed that completion would occur upon receipt of funds and the executed TR1, after which land registration would follow:

> *"We will send the AP1 afterwards to the Land Registry together with the 1D1 forms [sic]. This is done AFTER completion of the purchase of the property. Completion takes place on receipt of the completion monies and the duly executed TR1 form. Thank you".*

36.7 Ms Stevens submitted that all the language used by Ms Condliffe referred to the standard sale and purchase of a freehold title and must be given its usual conveyancing meaning. There was no reference to any option agreement, tenancy, or alternative structure. In cross-examination, Ms Condliffe maintained, however, that her use of terminology reflected language used in the *"option industry"*.

36.8 The Investors had paid a total of £30,999, comprising the purchase price and a sourcing fee. Despite this, the Property had not been transferred as at 18 April 2019. PJ raised concerns, including the recent discovery that the Property was owned by Ms Condliffe's company PPW and the existence of an apparent conflict of interest:

> "*We haven't moved forward since Nov 2018. The house has apparently not been transferred to our names still. We also found out that property that you sourced for us belongs to your company. Therefore, when you represented us as solicitor in finalising the deal, there was a clear conflict of interests [sic] Therefore, our trust has been broken, and legal part is clearly stretched as well. Due to this we have decided not to go ahead with the deal, and we would like to ask you to stop the transfer to go ahead [sic]".* No response was initially received.

36.9 Ms Stevens showed the Tribunal how subsequent correspondence in April and May 2019 continued to proceed on the basis that the Property had been purchased outright, with disagreement arising as to whether the Investors would receive title or share profits following resale. Ms Condliffe wrote in an email dated 24 April 2019, "*I helped you facilitate the purchase* […] "*I advised I would try and help you sell it on my group and to my list".*

36.10 An email from PJ dated 10 May 2019, confirming a telephone conversation on 8 May, summarised the situation:

> "*There was miscommunication regarding how our money would be invested. We believed that property would be transferred to us and you would help us to*

sell it. However, it seems that you assumed that property remains with you and you will sell it for us then share profit with us".

36.11 PJ explained in oral evidence that he believed, by this point, that Ms Condliffe had been acting dishonestly but he deliberately chose to *"play along"* – describing the situation as one of *"miscommunication"* – in an attempt to salvage the situation and resolve the problems. He had never received the TR1 signed by PPW and had no security over the Property which had not been transferred into his and IW's names.

36.11 Ms Stevens submitted that, again, there was at no time a reference to any option agreement.

36.12 The issues revived again in communications by text on 29 August 2019. In an effort to move things forward, Ms Condliffe offered various alternatives, including transferring the property, selling it, or refunding the purchase price. Ms Stevens emphasised that once again there was no mention of or reliance upon any option agreement mechanism:

> "*Do you want me to transfer the property into your names? Would that be easier? At least then the whole scenarios where we continue saying it's a scam goes away [...] What do you want me to do: -*
>
> *(1) Transfer the property into your names.*
> *(2) Try and sell it to someone at auction and give you all the funds.*
> *(3) Give you back the purchase price of the property within twelve weeks of the agreement mean I can do whatever I wish with property between THE DATE OF THE AGREEMENT and the expiration of the twelve-week period."*

36.13 In an email sent on the same date, Ms Condliffe described the transaction as one that should have been a *"straightforward"* purchase with delayed registration, asserting that the Investors had "*bought*" the house from her. PJ disputed this, in a detailed email dated 31 August 2019, asserting that there had been no agreement to delay registration, as he had not told Ms Condliffe in October 2018 of his plans to buy a house to live in. He had discovered the Property was not registered in his and IW's names in February 2019, by doing a title search, and he had raised the non-registration of the purported transfer to Ms Condliffe in or around March 2019. She had indicated that it should take place within two months. In response to Ms Condliffe's proposal to transfer the property over to the Investors now, in August 2019, PJ stated, "*Yes, you're right. You can transfer the property to our names as you supposed to do it back in Oct 2019 [sic]. However, this will be breach of our verbal agreement from 8.5.19 as you promised to either sell the property or refund us £31,719".*

36.14 In an email exchange in October 2019, Ms Condliffe referred to a potential onward sale involving a lease option arrangement with a third-party buyer. PJ sought clarification, indicating that this structure had not previously been explained to him: *"Do I understand this right? You got someone that is willing to lease property for 10 years and after 10 years he or she might buy or not buy the property for 45000?"* Ms Stevens asked the Tribunal to reflect on this as important evidence that lease option arrangements were unknown to PJ.

36.15 In or around December 2021 the civil claim was issued for recovery of the capital sum and sourcing fee paid to PPW.

36.16 It was not disputed that Ms Condliffe had represented to the Applicant that the Investors had entered into a standard common-law management tenancy and option agreement, as she stated in her letter to the Applicant of 14 February 2022. With that response, she had provided documents to the SRA during its investigation which included a letter, purportedly sent to PJ on 15 October 2018, attaching an option agreement (known as "the First Option Agreement"), a management agreement, and power of attorney. The cover letter was addressed to PJ and stated: *"You confirmed want to take control of the above PPW property under a purchase lease. Please find attached the lease documentation".* This appeared to be the only physical postal letter alleged to have been sent to the Investors. All other correspondence and key documents were sent electronically. No reference was ever made to it until it was disclosed in the civil claim. PJ was clear that he did not receive this letter nor the documents purportedly attached to it and was adamant in oral testimony that Ms Condliffe had acted dishonestly towards him.

36.17 The First Option Agreement contained terms which included a ten-year expiry, monthly payments, and inconsistencies in drafting – the option price was stated to be *"Sixty Thousand Pounds (£27,999) [sic]".*

36.18 PPW's address on the letter of 15 October was listed as 5 Jupiter House, Calleva Park, Aldermaston, Reading, RG7 8NN. However, Annex 1 of the attached management agreement listed PPW's registered office as "*Winnington House, 2 Woodberry Grove, London, N12 0DR".* Companies House records showed that this registered office change (from Jupiter House to Winnington House) did not occur until 30 June 2020. Accordingly, Ms Stevens stressed that the management agreement could not have been sent in October 2018, or indeed before 30 June 2020, and she suggested it must have been created at a later date. PJ confirmed in oral evidence that he never received the letter or its attachments.

36.19 In the course of the Investors' civil proceedings, a defence was filed in or around January 2023, which denied liability and counterclaimed for damages exceeding £30,000. Ms Condliffe represented to the court that the Investors wanted to, and indeed did enter into, a standard common-law management tenancy and option agreement. She then disclosed an option agreement ("the Second Option Agreement") to the court, which provided for different material terms for the transaction: a five-year commencement period, a fixed purchase price and option fee in the same amount, £27,999, and no monthly payment. TT's name was spelt incorrectly on both versions of the option agreement.

36.20 Ms Stevens confirmed to the Tribunal that no signed copies of either option agreement or any related documents had ever been produced.

36.21 Ms Stevens drew the attention of the Tribunal to Ms Condliffe's response to the case against her, as set out in the SRA Notice recommending referral to the Solicitors Disciplinary Tribunal, dated 5 April 2024. In the response, dated 20 May 2024, Ms Condliffe, through her representative, denied misleading the investors or acting dishonestly. She maintained that the arrangement was a common-law management tenancy with an option to purchase, which allowed the investors to control and improve the Property prior to exercising the option.

36.22 Ms Stevens briefly summarised the main tenets of Ms Condliffe's defence, as set out in her Answer. Ms Condliffe had asserted that the TR1 had been signed in escrow and that risks would have been explained by a solicitor at a later stage. She attributed difficulties to disagreements between the Investors themselves and denied that any misrepresentation had occurred. It was further contended that the Property had not been transferred because of the Investors' desire to preserve first-time buyer status and other benefits. Differences between the option agreements sent to the regulator and then the court were said to reflect iterations in evolving drafts, and Ms Condliffe maintained that registration would only occur in future, upon exercise of the option. Ms Condliffe had left PPW by the time the documents were sent to the SRA in February 2022 and to the court in January 2023 and could therefore only rely on the documents which remained in her possession, which were not necessarily the final versions.

36.23 Ms Condliffe denied acting dishonestly.

Breaches of the Principles and the Code

36.24 Ms Stevens submitted that the evidence clearly showed that Ms Condliffe misled the Investors into believing that, upon payment of completion monies and the sourcing fee, she would complete the transfer of the Property into PJ and IW's names. She failed to do so, which was dishonest in accordance with the test in Ivey. She subsequently misled the regulator and the court by mis-characterising the position she had put the Investors in and providing information she knew was not true. Ms Condliffe knew the true situation: there was no mention in the email correspondence or messages of any option agreement being entered into between PPW and the Investors; in fact, the evidence was contrary to the existence of any such arrangement. Ms Condliffe's behaviour would be considered dishonest by the standards of ordinary decent people. She further acted without integrity, as defined in Wingate, breached public trust, misled the Investors, the regulator and the court and took unfair advantage of the Investors by relying on her status as a solicitor to gain their trust.

The Respondent's Case – Allegations 1.1, 1.2 and 2

36.25 Mr Goodwin reminded the Tribunal that the proceedings before it were not an inquiry into the competent provision of legal services or record-keeping, but grave allegations of dishonesty and breach of integrity which the Applicant had to prove. He submitted that Ms Condliffe accepted that the transaction with the Investors went wrong and was poorly documented and communicated. She did not seek to minimize that. It was his case, however, that, on the evidence, the Applicant had failed to discharge the burden of proof necessary to prove its case, by over-characterising a failed and poorly documented property investment as fraud or a scam. The evidence presented by the Applicant did not bear the weight sought to be placed upon it.

36.26 This was not an ordinary house purchase; the Investors were not buying a home to live in, instead this was a creative solution to meet the Investors' wish to make money through investment in property. Ms Condliffe relied on the fact that PJ had admitted to attending a training course she ran, which sought to educate participants in creative solutions for property investment, principally by taking a purchase lease option or by entering into a rent-to-rent arrangement. The hallmarks of a regular conveyancing transaction were absent – no client care letter, no conveyancing fee, no report on title and no searches. PJ acknowledged that he did not take independent legal advice.

36.27 The central issue between the Investors and Ms Condliffe was the nature of the agreement they had entered into in respect of the Property. Ms Condliffe genuinely believed it was a lease option purchase. She had stated, in her Answer, and confirmed in oral evidence before the Tribunal:

> *"They [the Investors] entered into a standard common-law management tenancy with an option to purchase. This gave them full control of the property. This type of agreement is referred to as a residential purchase lease option in the industry, but there is no lease involved. As an additional protection buffer, a TR1 was signed in escrow. I agreed to send them the usual wording a conveyancer would send to alert them to the potential risks of taking property without carrying out surveys and searches. I told them that this would be explained to them by the solicitor later when they came to exercise the purchase."*

36.28 Ms Condliffe explained that a residential purchase lease option (also called a lease option to buy) was an agreement that combined elements of a lease with an option to purchase the property. Its purpose was to allow a person to step into the owner's shoes and have the exclusive right, but not the obligation, to buy the property at a predetermined price within a specified time frame. Ms Condliffe held herself out as an expert in lease options, and creative property investment strategies in general.

36.29 Ms Condliffe accepted that the TR1 was signed by PJ and IW (although it was not signed by PPW as seller), but maintained that it was held in escrow, as a form of security, and not in expectation of an immediate transfer taking place. Ms Condliffe maintained in oral evidence that her own seemingly straightforward language, such as her email of 26 October 2018, in which she said to PJ, *"The TR1 transfers ownership of the property into your names"*, reflected the fact that the Investors allegedly wanted registration of the Property into their names to be delayed. Ms Condliffe explained her reference to *"the proposed completion date"* in her email to PJ of 25 October 2018 as being a reference to the completion of the purchase lease option. Ms Condliffe said that because of PJ's knowledge and understanding of the option arrangement, following his attendance at the training course, it was unnecessary to keep using language that strictly related to an option, as he understood that this was the context. It was submitted by Mr Goodwin that references in the communications between the parties to a transfer of the title to the Property should be read in the context of the arrangement between the parties. Loose language had been used – such as the promise of keys to the Property – but this did not evidence dishonesty or an attempt to mislead the Investors.

36.30 Ms Condliffe did not accept the evidence of PJ given in his witness statements dated 27 February 2024 and 2 April 2024 and orally to the Tribunal. It was submitted that this evidence was unreliable due to the passage of time. In the contemporaneous email of 10 May 2019, PJ had been more accurate when he categorized misunderstandings as *"miscommunications"*. The arrangements between Ms Condliffe and the investors had broken down because of an honest misunderstanding, not because of fraud. She did not disappear but attempted to resolve the situation.

36.31 Ms Condliffe explained that difficulties with the arrangement developed when there were disagreements between the three Investors. Their circumstances and relationships changed, and she alleged that they then reneged on the purchase lease agreement and abandoned the Property. It was significant that two of the three, IW and TT, had not participated in the proceedings before the Tribunal and had told the Applicant that they were unwilling to do so. PJ was upset because of issues had developed in another property deal, in Birmingham, which he was involved in with Ms Condliffe. Moreover, PJ had never labelled Ms Condliffe as 'dishonest' in any of the contemporaneous communications. Mr Goodwin submitted that the Tribunal should be cautious about finding a collective deception on the evidence of only one individual.

36.32 It was Ms Condliffe's case that communication with the Investors was not by one agreed method, but by What's App, text, telephone, email, and post. By letter dated 15 October 2018, she said that PPW wrote to the Investors, at PJ's address, attaching (1) the Lease Option Agreement, (2) the Management Agreement and (3) the Power of Attorney. Mr Goodwin submitted that whilst PJ asserted he had never received this letter, its non-receipt was not proof that it was not created or sent. The absence of delivery could not be equated with evidence of non-creation or non-posting. The burden lay on the Applicant to provide clear, compelling, and cogent evidence to prove that it was not prepared and sent. Whilst the Applicant had invited the Tribunal to infer that the letter was not genuine, it had not made an allegation to that effect.

36.33 The Applicant acknowledged that Annex 1 of the Management Agreement detailed the registered office of PPW as being Winnington House as at October 2018, when in fact it did not become the company's registered office until 30 June 2020. Ms Condliffe explained that she left PPW and ceased being a director on 1 June 2020. The Management Agreement attached to the 15 October letter, together with the other documentation, was scanned and sent to the SRA in February 2022, approximately 20 months after she had left PPW. Given the lapse of time, it was entirely possible that a mix-up occurred with the documents. Annex 1 of the management agreement was a stand-alone page and may have related to another property, rather than the Property. It may have been the case that Annex 1 was not the document attached to the original letter created and sent to the Investors on 15 October 2018 and was sent to the Applicant in February 2022 in error. Such was more likely than not, because the other documents attached to the letter of 15 October 2018 all showed the correct registered office for PPW as at 2018, namely 5 Jupiter House. Mr Goodwin submitted that the issue with the registered offices did not compel the finding of fabrication.

36.34 After Ms Condliffe left PPW she had had no access to any documents held by the company. She therefore had to rely on the information in her possession. The First Option Agreement attached to her email to the SRA of 18 February 2022 was the document she was able to provide at the time, and was, in her genuine and honest belief, the correct and accurate document. Ms Condliffe also confirmed in oral evidence that the Second Option Agreement, sent to the Court in January 2023, was, in her genuine and honest belief, correct and accurate. Ms Condliffe testified, *"I did everything in my power to get what I got"* and she had been in communication with Ms Gladys Mudada who was the director of PPW at the relevant time. The civil case had been settled without a trial, adverse findings, or judicial criticism.

36.35 Ms Condliffe confirmed in oral evidence, by way of explanation of the differences between the two Agreements, that it was not unusual for there to be an initial and then a final draft of an option agreement, which would have evolved over time. Any differences between the two draft option agreements, sent by the Respondent to the SRA on 16 February 2022, and to the court on 16 January 2023, were cosmetic, and supported and evidenced the fact that one document would have been an initial draft, and the other the final version. Moreover, it was submitted that any typographical and inadvertent errors between the two documents were nothing more than an innocent and honest mistake. Ms Condliffe confirmed she had no intention of misleading as alleged or at all; there would inevitably have been various drafts, and it was entirely possible that an incorrect draft was inadvertently sent to the Applicant in February 2022 and/or the court in January 2023. It was submitted that the conclusion of fabrication could not be supported. She expressly denied the submission that there had never been a signed option agreement. Ms Condliffe also relied, in cross-examination, on the fact that the Investors did not, under English common law, need a signed agreement to take possession of the Property. The TR1 signed in escrow gave the buyers adequate protection for their investment.

36.36 Ms Condliffe relied upon the Statement of Truth in the Defence and Counterclaim having been signed by Gladys Mudada as Director of PPW in January 2023, as well as by herself. The Defence and Counterclaim was prepared by Counsel, on instructions from PPW, which sent the pleading and attached documents to the court. Ms Condliffe had relied upon PPW to draft the pleading and to provide explanations and documentation accurately and correctly.

36.37 In her Answer and in oral evidence, Ms Condliffe quoted the position set out in the Defence and Counterclaim, which positively represented that the Investors had a clear understanding of the purchase lease option they had entered into:

> *"The Claimants knew they were not the registered owners as they were not ready to be registered owners; they wanted a residential purchase lease option until they were ready to finalise the registration process. A copy of the purchase lease option is exhibited at PPW1. It is worth noting that there is no strict requirement for a residential tenancy to be in writing. The Claimants took possession of the property, carried out the works, and tenanted the property, then abandoned it. It is trite law that a standard common law agreement may be used when an assured or assured short hold tenancy is inappropriate. This standard common law agreement allowed the Claimants to take possession and control of the property with the option to purchase.*
>
> *The First Defendant wanted to process his mortgage for his first property first and did not want to lose his first-time buyer status; the third Defendant was in a housing association property and did not want to lose the associated discounts by purchasing another property prior".*

36.38 Mr Goodwin submitted that the subjective test for dishonesty in Ivey, had not been met because Ms Condliffe had had a genuine belief in the accuracy of the representations she made to the Investors in the period October 2018 – September 2019, and to the SRA on 14 February 2022 and to the court on 16 January 2023. It was not an additional requirement that the belief was reasonable. PJ's conclusions to the contrary did not prove Ms Condliffe's state of mind. It was irrelevant that the transaction was ultimately unsatisfactory, and the lack of a signed option agreement did not prove that Ms Condliffe had misled the Investors.

36.39 The objective test in Ivey for considering and determining a dishonesty allegation, namely that a person has acted dishonestly by the standards of ordinary decent people, had not been met in the present circumstances, because Ms Condliffe knew that the Investors wanted a residential purchase lease option until such time as they were ready to finalise the registration process.

36.40 Mr Goodwin also submitted, for the same reasons, that Ms Condliffe had not failed to maintain the public trust in the profession, acted without integrity, nor misled the Investors, the SRA, and/or the Court.

The Tribunal's Findings

Allegation 1.1 and 2 — Misleading the Investors

36.41 There was no dispute that title to the Property was never transferred to IW or PJ (TT did not wish to be on the title deed). The question was whether Ms Condliffe misled the Investors into believing the Property would be transferred to them, and whether she did so dishonestly. The Tribunal carefully reviewed all the evidence before it.

36.42 The Tribunal found that PJ, who gave evidence on behalf of the Investors, was a credible and straightforward witness. His evidence was consistent throughout and was corroborated by the contemporaneous documentary record. Ms Condliffe's email of 25 October 2018 described the TR1 as transferring *"ownership of the property into your names"* and her text of the same date told PJ that *"The property will be yours from tomorrow."* Her email of 28 October 2018 confirmed completion on receipt of funds and the duly executed TR1. None of these communications referred to an option agreement, a management tenancy, delayed registration, or any arrangement of that kind. Had such an arrangement existed, it is inconceivable it would not have appeared somewhere within these communications. The absence continued throughout the subsequent correspondence, including Ms Condliffe's text message to PJ on 28 August 2019 offering to *"transfer the property into your names"* as one of three choices as to what to do to resolve PJ's concerns. This formulation was entirely irreconcilable with a pre-existing operative option structure where the legal process would have been determined.

36.43 The Tribunal considered the two option agreements produced, the first to the Applicant in the course of its investigations and the second to the Birmingham County Court in the proceedings in which the Investors sought compensation for their losses. The Tribunal did not accept either agreement as reliable evidence of any genuine arrangement. They were materially different from each other in their terms. TT's name was misspelled in both, and differently each time. Neither bore any Investor's signature. Most significantly, the Management Agreement, which Ms Condliffe said she sent to the Investors under cover of a letter dated 15 October 2018, listed PPW's registered office as Winnington House, 2 Woodberry Grove, London, N12 0DR, which was an address PPW did not occupy until 30 June 2020, as confirmed by Companies House records. It was not therefore credible that this document was created in October 2018 as alleged. This was an objective fact, not a matter of interpretation, and it gravely damaged Ms Condliffe's credibility.

36.44 The Tribunal observed Ms Condliffe carefully as a witness. She was articulate, fluent, and at times compelling, with an assured delivery. The Tribunal was mindful, however, that the Investors were nurses with little experience of property investment who came to Ms Condliffe through the Zimbabwean community, in which she was well known and influential. The trust they placed in her was explicitly connected to her standing in that community and to her status as a solicitor, as confirmed by PJ in his statement and in oral evidence. As far back as 2017, when conversing with the syndicate or 'Round', Ms Condliffe had said, *"As I am a specialist PROPERTY solicitor, my team MUST deal with the legal work"*. Ms Condliffe exploited her position, which the Tribunal viewed as an aggravating factor. Ms Condliffe did not formally act for the Investors as their solicitor, but she gave them legal advice and there was a conflict of interest because she was involved on behalf of the seller of the Property, PPW, as well as the buyers.

36.45 The Tribunal determined that as well as not receiving a completed title transfer, the Investors received no independent legal advice, no signed documentation or any clear contractual framework, and no land registry protection because no notice or restriction was registered against the title. Instead, there was reliance on a TR1 unsigned by the seller and allegedly held in escrow and an ID1 land registry form. They were a vulnerable client group left entirely unprotected, with no means of knowing that title had not been transferred until PJ carried out his own title search, in or around February 2019.

36.46 The Tribunal then considered the alleged breaches of the Principles and the Code.

36.47 With regard to dishonesty, the Tribunal applied the test in <u>Ivey v Genting Casinos</u> [2017] UKSC 67. Ms Condliffe knew the investors believed they were purchasing the property outright, as made plain by her own communications. Ms Condliffe explained that she carried out training and teaching on lease purchase options to support her case that people would not come to her for basic conveyancing but for creative legal solutions. It was therefore inconceivable that she would not know the basic contractual requirements for an option transaction of this kind, and her failure to be satisfied that appropriate safeguards were in place was inexplicable, irrespective of the fact she was not acting in a legal capacity. She also must have known that there was no mention that there was an option in place in the communications that she wrote. Likewise, offering PJ the opportunity to have the property transferred into his name in August 2019 also belied any honest belief that an option already existed.

36.48 Ms Condliffe's conduct, by taking £30,999 from inexperienced investors, leading them to believe title had transferred, never transferring it, providing no security, and subsequently producing documentation that on the evidence was not contemporaneous, was also dishonest by the standards of ordinary decent people.

36.49 Both limbs of the <u>Ivey</u> test were therefore satisfied.

36.50 The Tribunal recorded, for the avoidance of doubt, that its findings of dishonesty did not require that Ms Condliffe held herself out as acting in a solicitor's capacity in the specific transaction. Dishonesty may arise in any context in which a solicitor knowingly created a false or misleading impression, whether in dealings with clients, third parties, or in commercial transactions, as set out in Re A Solicitor CO/0930/99, 31 January 2000, where it was held that a solicitor is dishonest whether the dishonesty was committed within the four walls of their office or outside it. Ms Condliffe clearly exploited her professional status to promote the trust and credibility arising from being a qualified solicitor.

36.51 The Tribunal found Allegations 1.1, 1.2.1 and 1.2.2 proved, including the aggravating feature of dishonesty.

36.52 In Allegation 1.1 the breaches of Principle 2, the duty to act with integrity, and Principle 6, to behave in a way that maintains the trust the public places in you and in the provision of legal services of the 2011 Principles and Outcome 11.1 of the 2011 Code, not to take unfair advantage of third parties in either a professional or personal capacity, were established.

Allegations 1.2 and 2 – Misleading the SRA and the court and dishonesty as an aggravating factor.

36.53 Allegation 1.2.1 concerned a statement made to the SRA on 14 February 2022 that the Investors had entered into a standard common-law management tenancy with an option to purchase the Property. Allegation 1.2.2 concerned statements made in a Defence and Counterclaim in the Birmingham County Court, signed on 16 January 2023, asserting that the Investors had wanted a residential purchase lease option until such time as they were ready to finalise registration of the Property.

36.54 For the reasons set out in relation to allegation 1.1, the Tribunal found that no genuine option arrangement existed. Those statements to the SRA and to the court were therefore untrue, and the Ms Condliffe knew them to be untrue. The two options deployed in support of Ms Condliffe's case were inconsistent with each other and unsigned. It was untenable that the Management Agreement had been created on the date alleged. The Tribunal determined that these documents had been produced to provide a retrospective explanation for the non-transfer of title. A solicitor must not mislead their regulator during an investigation or a court in civil or criminal proceedings, but Ms Condliffe did both.

36.55 The Tribunal found that Allegations 1.2.1 and 1.2.2 were proved. The breaches of SRA Principle 2, the duty to uphold public trust and confidence in the profession, Principle 4 to act honestly, and Principle 5 to act with integrity of the 2019 Principles and the duty not to mislead clients, the court, or others, in paragraph 1.4 of the 2019 Code, were established.

Factual Background Allegations 3 and 4

37. At all material times, Ms Condliffe was the sole owner and manager of Creative Legal Solutions Ltd ("the Firm"), a recognised body. She also held the compliance roles of COLP, COFA and MLRO. The Firm's work was predominantly property related.

38. Following the commencement of a forensic investigation into the Firm on 5 September 2024, the Applicant issued an interim Forensic Investigation Report

("FIR") on 27 November 2024. The FIR identified several issues, including the following:

- On or about 19 June 2024, Metro Bank gave notice that it would close the Firm's accounts. The closure took effect on 9 September 2024. From 28 August 2024, the Firm began transferring and holding client money in an account operated through the Tide platform. That account, however, was a business account and was not designated as a client bank account;

- Between 28 August 2024 and 19 November 2024, the Tide account received and paid out client money in relation to conveyancing transactions; and

- All Tide accounts were subject to financial restrictions which limited the value of receipts and payments that could be made, including the prompt return of client monies when required.

39. Client A had instructed the Firm in relation to a conveyancing transaction concerning Property B. During that matter, concerns arose about the Firm's ability to transmit and return client funds promptly because of limitations associated with the account in which those funds were held. As a result of those concerns, Client A withdrew her instructions and instructed alternative solicitors. The difficulties in transferring funds also caused concern among other parties in the transaction chain.

40. On 14 January 2025, the SRA intervened into the Firm and, on 17 January 2025, the Firm was closed. Ms Condliffe's conduct in relation to those matters was referred to the Tribunal on 25 June 2025.

41. **Allegation 3 - The Respondent, Julian Condliffe, while in practice as a Solicitor, as a manager, COLP, COFA and MLRO, sole owner of an authorised body (a recognised sole practice) trading as Creative Legal Solutions Limited ("the Firm"): Between 28 August 2024 and 17 January 2025, caused or allowed client money to be held with Tide Platform Limited:**

3.1 which was outside of a client account; and/or
3.2 which was not available on demand; and/or
3.3 which was not returned promptly; and/or
3.4 which was outside a branch (or the head office) of a Bank.

In doing so, she breached any or all of:

3.5 Principles 2 and/or 7 of the SRA Principles;
3.6 Paragraph 4.2 of the SRA Code of Conduct for Solicitors, RFLs, RELs and RSLs ("Code for Solicitors");
3.7 Paragraph 9.1(b) and/or 9.2(a) of the Code for of Conduct for Firms ("Code for Firms");
3.8 Rules 2.3, 2.4, 2.5, and/or 3.1 of the SRA Accounts Rules 2019 ("SARs").

The Applicant's Case

41.1 Allegation 3 was admitted by Ms Condliffe but the facts underlying it were relevant to Allegation 4, which was not admitted. The Applicant's case was set out in the Rule 14 Statement dated 26 September 2025 and is summarised below.

41.2 In an email to the Applicant dated 24 January 2024, Ms Condliffe stated that the Firm held its client accounts with Metro Bank and its office accounts with Tide Bank.

41.3 Up to 28 August 2024, the Firm held client money in two Metro Bank accounts, ending 4911 and 9992. The principal client account was account 4911, which was expressly designated as a solicitors' client account and named *"Creative Legals Client Account"*. From 28 August 2024, the Firm began using a Tide account (ending 2839) to hold client money.

41.4 On 25 October 2024, in a self-report to the SRA, Ms Condliffe stated that the Firm had *"recently transitioned"* to a client account with Tide Bank, having previously Banked with Metro Bank. As far as the SRA was aware, the Firm did not hold any other Bank accounts designated as solicitors' client accounts.

41.5 Tide was identified on its website as a financial platform rather than a Bank. It provided e-money accounts and facilitated business Bank accounts through ClearBank, which was authorised and regulated by the appropriate financial authorities. Tide expressly stated that it did not offer accounts to businesses involved in holding or managing third-party funds, including client money. Despite this restriction, the Firm operated its Tide account for that purpose.

41.6 The Tide accounts held by the Firm were confirmed, in a witness statement of Ms Bedford, an employee of Tide, dated 27 November 2024, to be business current accounts and not client accounts. Ms Condliffe had sole authority over the account, including cheque and CHAPS payments and online Banking access.

Transition from Metro Bank to Tide

41.7 A client reconciliation as at 31 August 2024 showed that the majority of the Firm's client money (£474,466.93) was held in the Tide account.

41.8 Metro Bank had previously notified the Firm on 19 June 2024 that both Metro accounts would be closed, with closure scheduled for 20 August 2024. On 9 September 2024, Metro Bank closed account 4911, and the remaining balance of £206,455.88 was transferred to the Tide account. Ms Stevens submitted that Ms Condliffe would have been aware of this impending closure, including at a meeting with the SRA on 5 September 2024.

41.9 From 28 August 2024 onward, the Firm used the Tide account for client money, although it was still not designated as a client account. By 31 August 2024, virtually all client money (save £25) was held in the Tide account.

Operation of the Tide Account

41.10 Between 28 August and 19 November 2024, the Tide account was used to receive and pay client monies, primarily in relation to conveyancing transactions. The account balances fluctuated significantly, ranging from £361,444.31 to a peak of £2,575,574.76 on 1 November 2024. As at 19 November 2024, the balance stood at £496,797.58. The account statements recorded the transfer of the Metro Bank balance and numerous other client-related transactions. The use of the account for conveyancing matters was further evidenced by multiple receipts and payments to and from third parties.

41.11 Tide imposed financial limits on transactions, including a maximum of £1 million for incoming payments and limits of £250,000 per outgoing payment, £400,000 per day, and £2 million per month.

41.12 These restrictions affected the Firm's ability to process transactions efficiently. Payments to third parties were frequently split into multiple instalments across different days or within the same day, demonstrating operational limitations. The practical impact of these restrictions materialised in at least one conveyancing transaction, where they contributed to delays and complications.

Client A Matter

41.13 The Firm acted for Client A in the sale of Property B. On 24 October 2024, the Firm gave an undertaking to the purchaser's solicitors, to hold completion monies to their order. In reliance on that undertaking, £1,099,413.00 was transferred into the Tide account.

41.14 On 25 October 2024, the Firm informed the purchaser's solicitors that the transaction had become abortive, and the funds were therefore required to be returned immediately. Client A terminated her instructions on 26 October 2024, citing concerns related to Banking issues. She subsequently instructed new solicitors. Despite repeated requests from Client A for confirmation that the funds had been returned, the Firm declined to provide updates, stating that it was no longer instructed. Client A expressed significant distress in communications dated 8 November 2024.

41.15 A report from Client A's new solicitors indicated that Ms Condliffe had informed Client A that, due to account restrictions, completion monies would need to be paid in instalments of up to £200,000. The Firm maintained in its self-report that Client A had been consulted and had ultimately agreed to this arrangement, albeit reluctantly.

41.16 There was a delay of 23 days in returning the aborted completion funds. This delay was not considered "prompt" within the meaning of Rule 2.5 of the SRA Accounts Rules 2019.

41.17 The delay arose because the payment exceeded the limits imposed on the Tide account. The incoming payment exceeded the £1 million cap, leading Tide to reverse the transaction on 7 November 2024. The outgoing payment limit also prevented the Firm from returning the funds directly. On reversal, the funds were returned to Lloyds Bank without any narrative identifying the beneficial owner. Lloyds made enquiries with ClearBank (Tide) to trace the funds. Following these enquiries, the funds were ultimately returned on 15 November 2024. During this period, the purchaser's solicitors corresponded repeatedly with the Firm, seeking return of the funds and indicated on 25 October 2024 that it would report the firm to the SRA if the funds were not returned promptly.

Breaches of the Principles and the Code

41.18 Ms Condliffe admitted breaches of Rules 2.3, 2.4, 2.5 and 3.1 of the Solicitors Accounts Rules 2019, because client money was not available on demand and money could not be returned promptly. She also admitted breaches of the duty to uphold public trust and confidence in the solicitors' profession and to act in the best interests of each client under Principles 2 and 7 of the 2019 Principles. She further admitted breaches of the obligation in the Code to safeguard money entrusted to her under the Code for Solicitors and, as COLP and COFA, to ensure the Firm's compliance with regulatory arrangements and Accounts Rules under the Code for Firms.

The Respondent's Case

41.19 Whilst admitting the breaches alleged against her, Ms Condliffe told the Tribunal that she was *"proud"* of using the Tide Account to avert worse problems once she discovered, on very short notice, that the Metro account was being closed. She had tried to act in her clients' best interests as it was imperative that she maintained a Banking facility which was separate from her office account.

41.20 Mr Goodwin emphasised there were no aggravating features attached to this allegation and invited the Tribunal to mark the breach with an appropriate sanction.

The Tribunal's Findings

41.21 Allegation 3 was admitted at the outset of the hearing. The Tribunal was satisfied the admission was properly made and supported by the evidence.

41.22 The facts were not in dispute. Following a closure notice issued by Metro Bank in June 2024, Ms Condliffe transferred client money into a Tide account from 28 August 2024. Tide was a financial platform, not a Bank. Its own terms, put before the Tribunal, explicitly excluded businesses that held or controlled client funds and yet Tide statements clearly showed that client monies were being held. Ms Condliffe also confirmed in her email to Mr Lee of 27 September 2024 that she was using a Tide account as a client account and acknowledged this in her self-report to the Applicant, made on 25 October 2024.

41.23 The account was never designated as a solicitors' client account. Client balances nonetheless reached £2.575 million. The payment caps inherent in the Tide platform caused direct and serious harm to at least one client: completion monies of £1,099,413 could not be returned promptly following the abortion of a transaction, leaving funds stranded for 23 days. The client was in significant distress throughout, her communications went unanswered, and she was compelled to instruct new solicitors.

41.24 The Tribunal found allegation 3 proved. The breaches of SRA Accounts Rules 2019 (Rules 2.3, 2.4, 2.5 and 3.1), SRA Principles 2 and 7, Code of Conduct for Solicitors paragraph 4.2, and Code of Conduct for Firms paragraphs 9.1(b) and 9.2(a) were established. Following Dentons UK and Middle East LLP v SRA [2026] EWCA Civ 508, the Tribunal determined that Ms Condliffe's conduct in using the Tide account for client monies would be regarded by competent and reputable solicitors as sufficiently serious to be categorised as professional misconduct.

42. **Allegation 4**

From the period 5 September 2024 onwards:

4.1 On 5 September 2024, provided inaccurate, incomplete, and/or misleading information to the Solicitors Regulation Authority regarding Creative's Bank accounts; and/or

4.2 Subsequent to the events at 4.1 above, from 5 September 2024 onwards, she failed to correct the position and/or update the SRA in respect of information that had been provided on 5 September 2024. In doing so, she breached any or all of:

4.3 Principles 2, 4 and/or 5 of the SRA 2019 Principles; 4.4 Paragraphs 1.4, 7.4 and/or 7.6(c)(i) and/or 7.6(c)(ii) of the 2019 Code for Solicitors.

The Applicant's Case

42.1 Ms Stevens opened her case by referring to correspondence dated 22 and 27 August 2024, sent by the Forensic Investigation Officer (FIO) on behalf of the SRA, Mr Lee, in which he stated that the Applicant was concerned about the Firm's conveyancing matters. In those letters, the FIO set out the information required to facilitate the investigation and expressly referred to Ms Condliffe's obligation to cooperate in the investigation, under Rule 7.3 of the Code of Conduct. The letters required written confirmation from all Banks and building societies holding the Firm's accounts as to account balances and whether any additional accounts existed. Ms Condliffe was also asked to complete forms at Appendix A and Appendix B prior to the inspection; however, she did not return those forms in advance of the scheduled meeting on 5 September 2024.

42.2 On 5 September 2024, the FIO attended the Firm's offices and conducted an initial interview with Ms Condliffe, accompanied by his colleague, Ms Holden. At that meeting, Ms Condliffe provided a signed authority enabling the SRA to obtain information from financial institutions and provided details of the Firm's Bank accounts. In the form completed at that time, Ms Condliffe identified only two client accounts with the Northampton branch of Metro Bank (ending 9992 and 4911) and did not disclose any other accounts.

42.3 During the interview, Ms Condliffe informed the FIO that the Firm's client account was held with Metro Bank and that its office account was held with Tide. She further stated that the Firm intended to move its client account from Metro Bank to HSBC due to issues with Metro Bank.

42.4 Ms Stevens submitted that Ms Condliffe, at that meeting, did not indicate that any client money was held in the Tide account and instead characterised it as an office account. She also did not disclose other material matters. She made no reference to the account closure notice issued by Metro Bank on 19 June 2024, which indicated that the Firm's Metro accounts were due to be closed on 9 September 2024, a date shortly after the meeting. She also failed to inform the FIO that client money had been held in the Tide account from 28 August 2024 or that, as at 5 September 2024, a sum of £619,276.76 of client money was held in that account.

42.5 Ms Stevens alleged that Ms Condliffe knew or ought to have known of both the Metro Bank closure notice and the presence of client money in the Tide account at the time of the interview, yet provided inaccurate or incomplete information, thereby misleading the SRA as to the true position of the Firm's Banking arrangements. Ms Condliffe had been notified of the investigation on 22 August 2024 and was therefore on notice that all Bank accounts would be subject to scrutiny.

42.6 Mr Lee's evidence in his statement was that Ms Condliffe *"definitely"* did not disclose that client money was held in the Tide account during the 5 September meeting and that, had she done so, he would have requested further details. He accepted in cross-examination that his questioning was part of an initial fact-finding exercise, with simple pro-forma questions, but said that, had he been told by Ms Condliffe that client money was being held in a Tide account, he would have probed deeper. The meeting was curtailed when Ms Condliffe became upset and left part-way through, indicating that she would not return. At that stage, the requested Appendix A and B forms had still not been provided.

42.7 Following the meeting, there was ongoing correspondence between the parties. On 10 September 2024, Mr Lee raised concerns regarding a discrepancy in the July client account reconciliation and requested reconciliations for May, June, and August 2024, which were subsequently provided on 16 September 2024. It was only at that point, on 16 September, that Mr Lee first became aware that client money was held in the Tide account ending 2839.

42.8 On 24 September 2024, Mr Lee issued a further request for information, including clarification of all Bank accounts operated by the Firm. He noted that the August 2024 accounting records referred to a Tide account and sought confirmation as to whether it was a designated client account, together with supporting documentation. In response on 27 September 2024, Ms Condliffe stated: *"The Tide account is a client account. I believe I added this to the list I sent you previously"*. She provided updated lists identifying the two Metro Bank accounts and five accounts with 'ClearBank Tide Platform Ltd', including the Tide account in question (ending 2839).

42.9 On 15 October 2024, Mr Lee wrote again raising concerns that a significant balance of client money had been held in the Tide account during July and August 2024, despite him being unable to find any evidence that it was a designated client account. He referred to Ms Condliffe's statements at the 5 September interview, noting that she had described Tide as an office account and had not disclosed that the majority of client funds were held there. He sought an explanation for the use of the account and requested documentary evidence that it had been properly designated in accordance with the SRA Accounts Rules.

42.10 In her response dated 18 October 2024, Ms Condliffe maintained that she had accurately stated that the client account was held with Metro Bank at the time of the meeting on 5 September. She asserted that the discussion had been diverted to other issues during the interview and that she had provided details of the Tide account in a list of accounts supplied to the SRA. She also indicated uncertainty regarding the completion of the relevant forms due to having to leave urgently because of a personal matter. However, she did not provide any documentary evidence to confirm that the Tide account had been designated as a client account, stating instead that Tide accounts were opened online without formal application documents and suggesting that the SRA should verify the position directly with the Bank. Ms Stevens submitted that Ms Condliffe did not identify any evidence to support the Tide account having been designated as a client account, notwithstanding Mr Lee's requests.

42.11 Finally, in correspondence dated 8 January 2025, following the intervention, Ms Condliffe reiterated her position. She stated that she had truthfully identified the Firm's accounts during the interview and had disclosed issues with Metro Bank and the existence of the Tide account. She denied receiving the Metro Bank closure notice dated 19 June 2024 and stated that the Firm had engaged with the Bank to extend the timeline for closure. She further explained that the Firm had been exploring alternative Banking arrangements with other institutions and noted her view that account closures could occur without explanation, particularly in the context of regulatory investigations.

Breaches of the Principles and the Code

42.12 Ms Stevens submitted that Ms Condliffe had acted in breach of the duty not to mislead clients, the court, or others under paragraph 1.4 of the 2019 Code for Solicitors, by failing to mention in the 5 September meeting that Metro Bank had given notice of closure of her client account by letter dated 19 June 2024 or by indicating generally that the account would be closed. She also failed to inform Mr Lee that she had started putting money into the Tide account on 28 August 2024.

42.13 It was alleged that Ms Condliffe was further in breach of paragraph 7.4 of the Code for failing to provide the SRA with full and accurate information, and paragraphs 7.6 (c) (i) and (ii) for failing to make prompt notifications. She also failed to inform the FIO about transaction limits on the Tide 'client' account, as she later did in the self-report to the Applicant, dated 25 October 2024.

32.14 Ms Stevens also submitted that Ms Condliffe was in breach of Principle 2, the duty to uphold public trust and confidence in the legal profession, by failing to be open and upfront with the regulator, and in breach of Principle 5, the duty to act with integrity, as she knew or ought to have known that the Tide account was not a client account, of the Principles 2019.

The Respondent's Case

32.15 Mr Goodwin submitted that Ms Condliffe's admission of Allegation 3 did not prove Allegation 4. The explanations given to the Applicant were not dishonest. Mr Lee's predecessor as Forensic Investigation Officer, Ms Stephanie Young, knew that Ms Condliffe had had difficulties with Metro Bank, which was the home of her client account. Ms Young had recently been involved in a previous investigation into

Ms Condliffe, which Mr Lee knew. The problems with Metro Bank were not anything she could, or wanted to, conceal.

32.16 Mr Goodwin explained that 5 September 2024 was a day of exceptional difficulty for Ms Condliffe. Mr Lee had accepted in evidence that she had been upset. This was for personal reasons beyond her control (detailed in an email to Mr Lee on 24 August 2024) and was the reason requested information had not been provided in advance. The meeting with Mr Lee was short, stressful, and tense. It was not recorded and there was no verbatim transcript. The only contemporaneous evidence of what transpired was Mr Lee's short form note, which was considered by the Tribunal, but which did not particularise Mr Lee's questions.

32.17 The pro forma questionnaire, which was simply used as a prompt, says, at question 3.1, *"Who are your Bankers? (please confirm branch)"*.

32.18 The notes of the answer record: *"Metro client, Tide office. Client accounts is a complicated question main one with Metro ended is 991 also have previous account. Plan to leave Metro to HSBC for client account. Take issue with our Banking"*.

32.19 Ms Condliffe had business current accounts with Tide, as verified by Ms Bedford in her statement dated 27 November 2024. She said under cross-examination that her priority had been not to mix client money with office account money and only learned in hindsight that the Tide account was unsuitable. Mr Lee accepted that the simple assertion, which he encapsulated as *"Tide office",* was correct, notwithstanding, as he confirmed in paragraph 61 of his witness statement, that he knew there were complications with the client account:

> *"The Respondent said that there were difficulties with Metro Bank, and I remember asking her what those difficulties were and she said they just take issue with our Banking"*.

32.20 It was Ms Condliffe's case, in cross-examination, that she did not receive Metro's notification of the client account dated 19 June and only found out in a phone call she made to the Bank on 28 August. She recalled being under "so *much pressure"* that day. She had had previous experience of accounts being frozen and drove to the Bank to speak to someone in person and to ask for an extension of the closure date. This was granted until 9 September. The Metro account was therefore still open on the date of the meeting on 5 September.

32.21 Mr Goodwin emphasised that the Applicant's extraction date, in respect of which Ms Condliffe had been asked to provide information, was 31 July 2024. The Tide accounts, for the purpose of holding client monies, were not relevant until August 2024. In paragraph 27 of his statement dated 23 September 2025, Mr Lee said *"At the meeting on 5 September 2024, the Respondent would not have needed to provide Bank statements after 31 July 2024 (the extraction date)"*. Ms Condliffe did not accept in oral evidence Mr Lee's further assertion that questions on 5 September were in the present tense and required information as of that date, which was later than the extraction date of 31 July. Ms Condliffe could not have known that information was required as of 5 September, saying, *"I did not answer a question I was not asked"*. Mr Goodwin submitted that Mr Lee's questions were not sufficiently pertinent;

Ms Condliffe did still have a client account with Metro Bank on 5 September. Mr Lee accepted that her answer may have been inadvertently and not deliberately misleading.

32.22 Mr Goodwin submitted that Ms Condliffe did not conceal using the Tide account for client monies – the information was contained in the August reconciliation statement which she provided on 16 September 2024. Again, on 27 September, Ms Condliffe provided the Applicant with account lists (as confirmed by Mr Lee in paragraph 63 of his witness statement), which included Tide, and said to Mr Lee in her email dated that day, *"The Tide account is a client account"*. Ms Condliffe had already given authorisations for the Applicant to access the Tide account information in the previous investigation with Ms Young and was not hiding anything.

32.23 Ms Condliffe sent Mr Lee a further email on 18 October 2024 setting out at length her perspective on the requests that had been made of her. She reiterated her wish to be cooperative with the investigation and explained the difficulties she had met, for personal reasons, in meeting deadlines that she described as *"tight"* and stressful. She then proffered further information about the Firm's accounts in efforts to be as transparent as possible. She also noted, *"With Tide, you apply online. So, there are no application forms to give you"*.

32.24 Furthermore, on 25 October 2024, Ms Condliffe made a self-report to the Applicant in connection with the Client A matter. Mr Goodwin asked the Tribunal to resist the inference that this report was only made because Ms Condliffe knew that a solicitors' report was being made in any event.

32.35 Mr Goodwin urged the Tribunal not to conflate documents that were not always comprehensive with an intention to mislead. Ms Condliffe had not constructed a false narrative for the purpose of protecting herself from scrutiny. When considering the seriousness of matters alleged in Allegation 4, Mr Goodwin asked the Tribunal to approach the matter with great caution, ignoring any speculative reasoning, focusing only on cogent evidence, on the basis of Fish v GMC [2012] EWHC 1269 (Admin) in which Foskett J said, in paragraphs 67 – 70:

> *"An allegation of dishonesty should not be found to be established against anyone…. except on solid grounds…. An allegation of dishonesty against a professional person is one of the allegations that he or she fears most. It is often easily made, sometimes not easily defended and, if it sticks, can be…. career-ending…. It is an allegation… that should not be made without good reason…. At the end of the day, no one should be found to have been dishonest on a side wind or by some kind of default setting in the mechanism of the inquiry. It is an issue that must be articulated, addressed, and adjudged head-on"*.

32.36 Mr Goodwin asked the Tribunal to note that, whilst Ms Condliffe's practising certificate was suspended at the time of the hearing, this was because of an intervention which was based on Mr Lee's evidence, which was challenged. Mr Goodwin reminded the Tribunal that Ms Condliffe was an experienced solicitor with an unblemished regulatory history. This showed a lack of propensity to dishonesty or to intentionally mislead or deceive and meant that the allegation that she had misled the Applicant was inherently improbable, resulting in a requirement for the evidence to support the allegation to be compelling and cogent. In Birmingham City Council and Another v

Jones [2023] UKSC 27, the Supreme Court emphasised, *"It is a matter of commonsense that the more unlikely it is that an event has occurred, the more cogent the evidence shall have to be in order to establish that it did"*. Mr Goodwin submitted that Ms Condliffe had fully co-operated with three prior investigations conducted by the SRA.

32.37 This Birmingham City Council principle ensured that serious allegations had to be substantiated by compelling evidence, even within the civil standard of proof. The need for stronger evidence increased with the implausibility of that which was alleged. This approach maintained fairness relating to the balance of probabilities standard, ensuring that unlikely allegations were not accepted without sufficient and persuasive evidence. In Re H and Others (Minors) [1996] HL Lord Nicholls held, *"This substantially accords with the approach adopted in authorities such as to the well-known judgment of Morris LJ in Hornal v Neuberger Products Ltd [1956]1QB.247, 266. This approach also provides a means by which the balance of probabilities standard can accommodate one's instinctive feeling, that even in civil proceedings, a court should be more sure before finding serious allegations proved, than when deciding less serious or trivial matters"*.

32.38 Mr Goodwin also referred the Tribunal to the recent decision of Davies v The Nursing and Midwifery Council [2026] EWHC 1139 (Admin) in which Collins Rice LJ confirmed that in a disciplinary tribunal the respondent should be given *"the proper benefit of the doubt"* and alternative explanations should be considered. A suspicion, poor documentation or a conflict in a civil court were insufficient to prove the allegation. Furthermore, following Dentons UK and Middle East LLP v SRA [2026] EWCA Civ 508, the Tribunal had to undertake an evaluative assessment to determine whether the conduct in question was sufficiently serious to amount to professional misconduct.

32.39 With regard to the allegation of dishonesty, Mr Goodwin reminded the Tribunal that, pursuant to Ivey, Ms Condliffe's state of knowledge had to be judged against a genuinely held belief at the time, which did not need to be reasonable, and that could, in practice, be determinative. What she *"ought to have known"*, as alleged, for example, in Paragraph 64 of the Rule 14 Statement, was irrelevant. Mr Goodwin also cited the decision in Barton Booth v R [2020] EWCA Crim 575 in which the Court of Appeal commented on the decision in Ivey:

> *"All matters that lead an accused to act as he or she did will form part of the subjective mental state, thereby forming a part of the fact-finding exercise before applying the objective standard"*.

Mr Goodwin also referred the Tribunal to the well-known example in Ivey of the man who fails to pay for a bus ticket because he comes from a country where public transport is free. He would not be determined to be subjectively dishonest.

32.40 Ms Condliffe had been honest when making representations to Mr Lee at the meeting on 5 September 2024 and in subsequent correspondence with Mr Lee personally and with the Applicant. She truthfully stated that the Firm's client account was held with Metro Bank and the office account with Tide. She did not intentionally omit information about the Tide account which held client money because she believed it was compliant.

Ms Condliffe also acted with integrity an upheld her duty to uphold public trust and confidence in the profession. She did not breach paragraphs 1.4, 7.4 and/or 7.6 (c) (i) and (ii) of the Code for Solicitors by misleading anyone or by failing notify the regulator promptly.

<u>The Tribunal's Findings</u>

32.41 The Tribunal found Mr Lee to be a helpful and credible witness. It accepted that his note of the meeting on 5 September was, as he acknowledged, a summary rather than a verbatim record.

32.42 The Tribunal also accepted that Ms Condliffe did not provide complete information at the 5 September meeting. Incompleteness, however, was not the same as an intention to mislead. The meeting took place on a day of acute personal and professional crisis for Ms Condliffe. The investigation letters specified an extraction date of 31 July 2024, and Ms Condliffe reasonably understood her obligations to be framed by reference to that date; the Tide account was not opened until 28 August 2024. Ms Condliffe referred to complications with Metro Bank at the meeting on 5 September, which was consistent with flagging a central difficulty rather than concealing it.

32.43 Most significantly, it was Ms Condliffe herself who subsequently provided the information that disclosed the Tide account to the Applicant, before being asked to do so, through August reconciliations provided on 16 September 2024, acknowledged by Mr Lee in his email of 24 September 2024. On 27 September Ms Condliffe stated explicitly, *"The Tide account is a client account".* A person intent on concealment would not volunteer information that disclosed the matter concealed. The Tribunal treated the subsequent correspondence as part of a continuous disclosure process rather than a belated correction. The communications which followed the meeting refer to the Tide account as being a client account.

32.44 The Tribunal applied the seriousness test in <u>Dentons UK and Middle East LLP v SRA</u> [2026] EWCA Civ 508, in which the Court of Appeal held that there was an inherent requirement of seriousness in determining whether a solicitor's conduct amounted to a breach of the SRA Principles or the mandatory provisions of the SRA Code. The question for the Tribunal was whether the conduct would be regarded by competent and reputable solicitors as sufficiently serious to be categorised as professional misconduct and it found that the failure to provide complete information at the meeting on 5th September, in light of the subsequent communications, which clearly gave the information required, was not sufficiently serious to be categorised as professional misconduct. Ms Condliffe's actions were unhelpful and careless but not deliberately inaccurate or misleading. The Tribunal accepted Ms Condliffe's belief that Mr Lee's investigation was a continuation of the earlier one conducted by Ms Young and Ms Condliffe genuinely believed that Mr Lee had knowledge of everything Ms Young had been aware of.

32.45 The Tribunal therefore found no breaches in relation to Allegation 4.

Previous Disciplinary Matters

33. None

Mitigation

34. Ms Condliffe was an experienced solicitor with a 14-year unblemished regulatory history. This showed a lack of propensity to act dishonesty or intentionally mislead or deceive.

35. Mr Goodwin urged the Tribunal to examine the nature of the dishonesty found proven against Ms Condliffe; there was no misappropriation or theft of client money. Her dishonesty related to a limited and isolated episode which did not extend across her practice more widely. As such Mr Goodwin invited the Tribunal to find that were exceptional circumstances within the meaning of SRA v Sharma [2010] EWHC 2022 (Admin), which meant that Ms Condliffe should not be struck off the Roll of Solicitors. Mr Goodwin reminded the Tribunal that when approaching sanction, it should consider the lowest penalty first.

Sanction

36. The Tribunal referred to its Guidance Note on Sanctions (11th edition February 2025) when considering sanction and the proper approach to sanctions, as set out in Fuglers and Others v SRA [2014] EWHC 179. 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.

37. The Tribunal then assessed the level of the seriousness of the misconduct by considering Ms Condliffe's culpability and the harm caused, together with any aggravating or mitigating factors.

38. In assessing culpability, the Tribunal found that Ms Condliffe's dishonest actions in relation to the Investors were planned and that she acted in breach of the trust placed in her as both a solicitor and a property investor. She exploited and misled a vulnerable community and had direct control of and responsibility for her actions. She was an experienced solicitor who also misled the regulator. Foskett J, in Solicitors Regulation Authority v Spence [2012] EWHC 2977 (Admin), said the SRA was entitled to expect honest responses from solicitors they were investigating.

39. In assessing harm, the Tribunal considered that Ms Condliffe's misconduct had a significant impact on the wider community and, in particular, on the Zimbabwean women she claimed to be empowering. She caused significant damage to the reputation of the legal profession. The harm she caused was clearly foreseeable.

40. The Tribunal then considered aggravating factors, of which proven dishonesty was first and foremost. She had misled the Investors deliberately and repeatedly over a significant period of time and that had extended into misleading the regulator and the court. She had taken advantage of vulnerable people by claiming that the title to the Property they had purchased would be registered in their names without taking any steps to do so.

41. The Tribunal next considered mitigating factors but determined there were none, although it noted that Ms Condliffe had no previous disciplinary findings against her.

42. The Tribunal determined Ms Condliffe's misconduct to be of the utmost seriousness.

43. The Tribunal next considered the purpose for which sanctions are imposed, noting that an important purpose of a sanction is to maintain the reputation of the solicitors' profession (Bolton v The Law Society [1994] 1 WLR 512). The damage to the reputation of the profession by Ms Condliffe's misconduct was severe as the public would trust a solicitor to protect their financial interests at all times. Having determined that Ms Condliffe's conduct was dishonest, the Tribunal observed that a finding of dishonesty would, absent exceptional circumstances, require an order striking the solicitor from the roll.

44. Having considered the authorities, in particular SRA v Sharma [2010] EWHC 2022 (Admin) and SRA v James [2018] EWHC 2058 (Admin), the Tribunal did not find any exceptional circumstances justifying any lesser sanction than striking off, which was an appropriate and proportionate sanction.

Costs

45. The Tribunal assessed the Applicant's statement of costs in detail, guided by reference to its jurisdiction pursuant to Rule 43 SDPR, and had regard to the conduct of the parties, whether the amount of time spent on the matters was proportionate and reasonable, and the extent to which any or all of the allegations were pursued or defended reasonably.

46. Ms Stevens submitted that the issues in this case were complex and the issues very serious. Two separate investigations had been required into the matters raised in the Rule 12 and Rule 14 Statements respectively. The Rule 14 Allegations had been properly brought as Allegation 3 had been admitted by Ms Condliffe. Total costs were £63,919.30, which amounted to a nominal or average hourly rate of £145/hour across the fee earners who had been involved.

47. Mr Goodwin submitted that the Tribunal had a real discretion when exercising its power under Rule 43 and should reflect Ms Condliffe's measure of success on the basis that Allegation 4 had not been proved. Any costs order should be reasonable, proportionate, and fair.

48. Mr Goodwin submitted that there had been duplication in the Applicant's preparation of this case, which had involved eight fee-earners and an external barrister. The total of 305 hours was very substantial for a case of this nature. There was no detailed breakdown on Mr Lee's costs, which were largely limited to Allegation 4, which had not been proved. Mr Goodwin proposed that £40,000 might be reasonable for total costs incurred, which should then be reduced to 70% of that figure to reflect the failure to prosecute Allegation 4.

49. Mr Goodwin acknowledged that his client had not filed a Statement of Means but reminded the Tribunal that it nonetheless had an obligation to make a fair costs determination, bearing in mind that his client was losing her professional status.

50. Ms Stevens responded by confirming that there was no overlapping work carried out by external counsel, that the hourly rate was competitive and that the Respondent had chosen not to file a Statement of Means. Furthermore, with regard to the Rule 14 allegations, the FIO's costs were modest and proportionate as the matter had been properly investigated and brought before the Tribunal.

51. The Tribunal considered that the costs claimed by the Applicant were reasonable and proportionate but only three of the four allegations had been proved. The forensic investigation conducted by the Applicant was relevant and appropriate as Ms Condliffe had opened accounts in breach of the Solicitors Accounts Rules. Allegation 4 had also been properly brought.

52. The Tribunal noted that Ms Condliffe had not filed a Statement of Means. Whilst it had had regard to her current circumstances as a solicitor who had been struck of the Roll, it considered it was conceivable and realistic that her financial position would improve in the future, and it was appropriate to make an order for costs (Barnes v SRA Ltd [2022] EWHC 677 (Admin) applied).

53. The Tribunal ordered that Ms Condliffe pay the costs of and incidental to the application and enquiry, fixed in the sum of £47,939.48.

Statement of Full Order

54. The Tribunal ORDERED that the Respondent, JULIAN CONDLIFFE, SRA ID 518637, Solicitor, be STRUCK OFF the Roll of Solicitors and it further ORDERED that she pay the costs of and incidental to this application and enquiry fixed in the sum of £47,939.48.

Dated this 28th day of July 2026
On behalf of the Tribunal

A Kellett

A Kellett
Chair