

**BEFORE THE IMMIGRATION ADVISERS
COMPLAINTS AND DISCIPLINARY TRIBUNAL**

Decision No: [2012] NZIACDT 57

Reference No: IACDT 015/12

IN THE MATTER

of a referral under s 48 of the Immigration
Advisers Licensing Act 2007

BY

Immigration Advisers Authority

Authority

BETWEEN

Jakaria Chowdhury

Complainant

AND

Glen William Standing

Adviser

DECISION

REPRESENTATION:

Complainant: In person

Adviser: In person

Date Issued: 30 August 2012

DECISION

Introduction

- [1] Mr Chowdhury engaged Mr Standing to provide immigration services.
- [2] He paid money to him in advance for professional fees.
- [3] Mr Standing told Mr Chowdhury his eligibility to migrate to New Zealand was assured, and his prospects of employment very favourable. He also made representations that Mr Chowdhury could get a free flight to New Zealand as part of an employment opportunity.
- [4] Mr Standing fabricated Mr Chowdhury's employment and migration opportunities and he did so to obtain the advance fees.
- [5] Having received the fees, he did not deliver the services he promised.
- [6] He also failed to repay fees.
- [7] The evidence supporting the complaint, and the potential conclusion that he was dishonest, was put to Mr Standing by the Tribunal. He has neither answered nor explained that evidence.
- [8] The Tribunal has upheld the complaint. The evidence supporting the complaint requires that the Tribunal conclude the complaint was justified, including finding Mr Standing was dishonest.

The Complaint and the Response

The complaint

- [9] Mr Chowdhury wished to migrate to New Zealand, and engaged Mr Standing to assist him to gain residence. Mr Standing was a licensed immigration adviser whose practice was located in New Zealand.
- [10] Mr Chowdhury was a national of Bangladesh, and studying in the United Kingdom. His first point of contact with Mr Standing was through an internet search. Mr Standing's practice was promoted on a website.
- [11] Mr Chowdhury made a preliminary inquiry, but did not provide the detailed information necessary to reach a conclusion regarding his immigration entitlement.
- [12] Mr Standing replied to Mr Chowdhury's inquiry by letter dated 23 November 2010. It said "based on current New Zealand Immigration Policy and the information you have provided to us, we are pleased to inform you that you have met one or more of the current immigration policies and are **eligible** to live and work in New Zealand."
- [13] The impression given by the material was that for a fee of \$12,000, Mr Chowdhury could be assured of gaining the right to live and work in New Zealand as a resident.
- [14] Mr Standing travelled to the United Kingdom from time to time to promote his practice there. He met with Mr Chowdhury in the United Kingdom on 21 February 2011. Mr Standing represented that for a fee of \$10,000 (reduced from \$12,000) he would be able to get the necessary visas to allow Mr Chowdhury to migrate to New Zealand and become a resident. There was to be an initial payment of \$6,500.
- [15] In an email dated 31 March 2011 to Mr Chowdhury, Mr Standing represented that there was a "free flight" offer, and a "large volume of interest ... from Christchurch employers" for post-earthquake work. Mr Chowdhury responded saying he had not previously been told of the "free flight", and if Mr Standing could offer a suitable opportunity he would pursue it. Mr Standing did not respond with further information regarding employment opportunities, with or without a "free flight".

- [16] In an email dated 14 April 2011, Mr Chowdhury told Mr Standing he wanted to move to New Zealand during the June/July 2011 period. On 9 May 2011, Mr Chowdhury signed an agreement for Mr Standing to provide immigration services, and emailed Mr Standing the same day repeating that he wanted to move during the coming June/July period.
- [17] Mr Standing sent an email dated 11 May 2011 saying that when payment was received, Mr Chowdhury would receive a “Doc Pac”, which apparently would include the documents necessary to commence the process of applying for a visa (a later email of 25 May 2011 said it would include the expression of interest form). Mr Standing signed the agreement on 12 May 2011.
- [18] Mr Chowdhury paid £2,500 as the first instalment of Mr Standing’s fee on 19 May 2011. He had received an invoice dated 23 February 2011, which described the fee as a “Professional fee”, but had no further particulars.
- [19] Mr Standing told Mr Chowdhury in an email of 25 May 2011, that “your Doc Pack will be with you very soon.”
- [20] Mr Chowdhury sent his passport and other documents to Mr Standing’s office on 27 May 2011.
- [21] On 6 July 2011 the “doc pack” arrived; this was some six weeks after Mr Chowdhury had signed the agreement and made his first payment. By this time it was more than half-way through the period when Mr Chowdhury had wished to move to New Zealand.
- [22] Mr Standing was in the United Kingdom again on 11 July 2011, and he met with Mr Chowdhury.
- [23] Mr Standing took no steps toward progressing Mr Chowdhury’s immigration objectives.
- [24] On 17 August 2011, Mr Standing wrote to Mr Chowdhury in a standard letter which appears to have been sent to his clients generally, as it was not personalised. It said Mr Standing had his licence cancelled by this Tribunal on 15 August 2011, and Living New Zealand Ltd (the company through which Mr Standing apparently operated his practice) had gone into liquidation. The letter suggested Mr Standing would continue to provide immigration services in conjunction with an unnamed licensed immigration adviser. It is not evident how Mr Standing could lawfully perform his professional engagement with Mr Chowdhury.
- [25] Mr Standing could not lawfully provide immigration services after 15 August 2011, and has not refunded the fees he took from Mr Chowdhury.
- [26] Mr Chowdhury had some communications from the liquidator of Living New Zealand; however it was an insolvent liquidation and there was no satisfactory outcome. Mr Chowdhury produced the final report of the liquidator dated 7 March 2012. It said there were insufficient proceeds to distribute to any creditor. The liquidator’s costs exceeded the assets of \$8,078, and creditors were owed \$482,942. The liquidator had reported suspected offences to the National Enforcement Unit of the Ministry of Business, Innovation and Employment, which included suspected offences by Mr Standing as the director of the company.

The response

- [27] The Authority put Mr Chowdhury’s allegations to Mr Standing, to give him the opportunity to respond, but he did not respond.

Context and Scope of Evidence and Mr Standing Failing to Respond to Questions

Other complaints against Mr Standing

- [28] The Tribunal issued a Minute dated 31 July 2012 which identified the grounds of complaint, response, and the issues arising; and indicated conclusions that may be reached on the basis of the information held at that point by the Tribunal.

- [29] The Minute made it clear to the parties they could provide further information which would be considered by the Tribunal.
- [30] The Minute also requested further information from Mr Standing, and put him on notice that any response should take account of the fact he was facing multiple complaints, some of which had strikingly similar components.
- [31] The Minute explained to Mr Standing:
- [31.1] This Tribunal is an inquisitorial body, and is required to pursue issues raised by complaints, where necessary requesting further information and requiring persons with information to appear before the Tribunal.
 - [31.2] This Tribunal was dealing with other complaints against Mr Standing. This complaint was not unique in presenting an allegation that substantial fees had been paid in advance; they were procured by misrepresentations which were followed by a total or substantial failure to deliver the professional services promised, a failure to refund fees, and a failure to account for client funds.
 - [31.3] The approach this Tribunal will take is that it will not unnecessarily use evidence in one complaint to support another complaint. However, multiple complaints which involve strikingly similar features may be probative evidence when the Tribunal determines whether there was systematic dishonesty, incompetence, or a set of circumstances amounting to an innocent explanation.
 - [31.4] At that point, subject to further submissions, the Tribunal considered it sufficient to put Mr Standing on notice that this complaint should be addressed in a context where he faced multiple complaints that include the features of:
 - [31.4.1] Misrepresenting clients' immigration prospects, and his standards of professional service delivery.
 - [31.4.2] Demanding and receiving fees in advance amounting to several thousands of dollars (using the misrepresentations to facilitate that).
 - [31.4.3] Failing to account for client funds.
 - [31.4.4] Failing to deliver the professional services promised.
 - [31.4.5] Refusing to refund the fees paid in advance when he did not deliver the professional services he promised.
 - [31.5] Accordingly, Mr Standing was invited to consider informing the Tribunal of any general circumstances that may have affected professional service delivery in his practice, and recognise that he could not expect the Tribunal to approach this complaint as though it was an isolated lapse in the context of a practice that was otherwise meeting the minimum professional standards, if this was the Tribunal's finding when other complaints were determined.
 - [31.6] If the Tribunal did find a series of complaints had established that Mr Standing had repeatedly taken fees after misrepresentations, failed to account for client funds, failed to perform professional services, and not refunded fees when services have not been provided, that would potentially be regarded as material when determining the present complaint, subject to any submissions on the point.

Request for further information from Mr Standing

- [32] The Licensed Immigration Advisers Code of Conduct (clause 3) requires Mr Standing to maintain complete client records for seven years, and confirm in writing the details of material discussions with clients. Accordingly, he should be in a position to present a fully documented record of the professional engagement which is subject to the complaint. He has not produced that material to the Authority or the Tribunal.

- [33] Pursuant to section 49(4)(a) of the Act, the Tribunal requested Mr Standing to:
- [33.1] Provide a full and complete copy of his client records relating to his professional engagement with Mr Chowdhury.
 - [33.2] Explain and document how he dealt with the fees paid to him, and how he took into account his apparent obligation to deal with the receipts in whole or in part as client funds held on trust, and keep them in a separate bank account in accordance with clause 4 of the Code.
 - [33.3] Respond to each of the issues raised by this complaint, with reference to his client record.
- [34] Mr Standing had indicated in relation to other complaints that he did not have client records, as they were in the hands of the liquidator of Living New Zealand Ltd.
- [35] As noted, Mr Standing was required to maintain client records for seven years, and be in a position to make them available. The Code has the force of law (see sections 37–39 and 44 of the Act). It was implausible that any responsible liquidator would impede Mr Standing from obtaining a copy of his client record to respond to a complaint, given the legal duties on Mr Standing.
- [36] Mr Standing provided no evidence he attempted to produce the record.
- [37] The Tribunal gave Mr Standing notice that if any person was withholding his client record, he should notify the Tribunal of the circumstances and the Tribunal would consider issuing a summons to that person, to secure the production of the client record.
- [38] Mr Standing was further put on notice that unless he demonstrated he had taken the steps available to secure the production of his client record, the Tribunal would potentially take the view he had chosen to withhold his record, and reach conclusions adverse to him on that basis.

No response to the Minute from Mr Standing

- [39] As it has transpired, Mr Standing has not responded to the Minute, either by providing the information requested, or addressing the potential findings and the evidence supporting them.
- [40] The Tribunal is required to determine this complaint on the balance of probabilities; however the test must be applied with regard to the gravity of the finding (*Z v Dental Complaints Assessment Committee* [2008] NZSC 55, [2009] 1 NZLR 1). I am mindful that the complaint involves an allegation of dishonesty, and deception. That is at the highest end of the scale, and I must be sure the evidence requires such a finding.
- [41] The other potentially relevant complaints are published in the series of this Tribunal's decisions: [2012] IACDT 46 to 58. In that series of decisions, there are other examples of complaints that have similar characteristics to this complaint (outlined in para [31.4] above), and those complaints have been upheld.
- [42] The complaints when viewed together show Mr Standing was systematically using misrepresentations to have multiple clients pay him money in advance and he was dishonestly failing to account for the funds. He provided neither the professional service required by the Code nor a refund of the fees.
- [43] The issue is discussed below in relation to the finding of dishonesty.

The Issues to be Determined

- [44] Mr Standing is bound by the Immigration Advisers Licensing Act 2007, and the Licensed Immigration Advisers Code of Conduct.

[45] Clause 1 of the Code of Conduct requires:

[45.1] A licensed immigration adviser is to act with professionalism. In doing so, they must ensure that the terms of professional engagements are fair and appropriate, and presented to the client honestly.

[45.2] That a licensed immigration adviser discharge professional engagements with due care, diligence and respect. That requires them to ensure that their professional service delivery meets proper standards.

[46] Clause 4 of the Code treats receipts, to the extent that they are held on behalf of clients, as trust funds, and a licensed immigration adviser must bank them separately.

[47] Clause 5 of the Code requires that a licensed immigration adviser must not misrepresent his business or a client's immigration opportunities, or New Zealand's immigration requirements.

[48] Clause 8 of the Code prohibits a licensed immigration adviser setting a fee that is not "fair and reasonable".

[49] Section 44 of the Act provides breaches of the Code, negligence, incompetence, dishonesty and misleading behaviour are all grounds for complaint.

[50] The issue for determination by the Tribunal is whether it is satisfied Mr Standing breached any of these professional standards, having regard to the standard of proof.

Decision

Preliminary

[51] The Tribunal observes that the regime in the Act is one where individuals are licensed as immigration advisers, and it is not possible for a corporate entity or a practice to be licensed. It follows that it is individual licensed immigration advisers who are the subject of complaints, and personally face disciplinary sanctions and orders for compensation.

[52] The Tribunal will regard Mr Standing as personally responsible both for professional service delivery, and accounting for receipts in relation to this matter.

[53] I accept the account given in support of the complaint, as it is consistent with the record. Mr Standing has not challenged it.

Dishonest and misleading behaviour

[54] Mr Standing initially made a number of representations. I am satisfied they were false, and fabricated in an endeavour to procure fees from Mr Chowdhury, without delivery of the professional services promised. In particular:

[54.1] Mr Standing's letter of 23 November 2010:

[54.1.1] Represented Mr Chowdhury was "**eligible** to live and work in New Zealand."

[54.1.2] Mr Chowdhury qualified for 155 "points" to pursue residence in New Zealand.

[54.2] In fact, Mr Standing had not gathered the necessary information and assessed Mr Chowdhury's true entitlement to gain residence in New Zealand.

[54.3] Mr Standing's email of 31 March 2011:

[54.3.1] Represented that there was a "free flight" offer.

[54.3.2] Stated there was high demand from Christchurch employers seeking a person with Mr Chowdhury's skills for post-earthquake work.

- [54.4] In fact, when Mr Chowdhury pursued the offer, Mr Standing provided no potential opportunities. I am satisfied he fabricated the opportunities. He presented the flight offer as urgent (the free flight expiring that day), with the intention of inducing Mr Chowdhury to pay fees.
- [54.5] Accepting fees from Mr Chowdhury, and signing an agreement with him to allow Mr Chowdhury to migrate to New Zealand in June/July 2011, when:
- [54.5.1] Mr Standing did not have sufficient information to determine whether Mr Chowdhury qualified for residence in New Zealand (or had skills and qualifications to gain employment that would qualify him);
- [54.5.2] the timeframe was not realistic; and
- [54.5.3] Mr Standing had no intention of delivering the services required for Mr Chowdhury to advance his migration; either by not delivering professional services at all, or not doing so in a timely manner.
- [55] Concluding that misrepresentations were made does not necessarily establish they were either dishonest, or proved to be dishonest.
- [56] However, I am satisfied the evidence before the Tribunal requires me to find that Mr Standing was unprofessional, dishonest and misleading. The evidence which requires that I find dishonesty, rather something short of that, such as carelessness or recklessness, has three elements.
- [57] First, Mr Standing's representations demonstrate a complete disregard for his obligation to ensure that he correctly represented his client's immigration opportunities. At the first opportunity he represented that Mr Chowdhury was eligible to live and work in New Zealand. Mr Standing had no information to form that view, or that Mr Chowdhury qualified for 155 points.
- [58] It is apparent that the claim of high demand in Christchurch for a recent graduate and an offer of a "free flight" was fabricated, as Mr Standing could not deliver on the option. Further, it was timed to coincide with Mr Standing trying to pressure Mr Chowdhury to agree to pay fees.
- [59] The service promised in the agreement was not assured, unlikely to be delivered on time, and Mr Standing made no real effort to provide the service at all.
- [60] The need for thorough investigation of employment and migration opportunities and an accurate representation of the opportunities and the process involved is fundamental to immigration practice. The lives of clients are greatly disrupted by migration, and the process of working toward it.
- [61] Mr Standing has had ample opportunity to explain his representations. He has given no explanation. I am accordingly satisfied the obvious explanation is the correct one; Mr Standing was willing to make the representations without regard to their accuracy. He did so as his only concern was to induce Mr Chowdhury to pay fees to him. He was indifferent as to his ability to deliver what he promised.
- [62] Second, the Code of Conduct is very clear in terms of the requirements on a licensed immigration adviser. The adviser is required to keep proper records of all advice (clause 3), act on **informed** instructions (clause 1.1), and they must accurately represent their client's immigration opportunities (clause 5). It follows that a licensed immigration adviser in Mr Standing's situation in relation to this instruction, should be able to produce a client record showing that he:
- [62.1] Evaluated Mr Chowdhury's immigration opportunities.
- [62.2] Informed Mr Chowdhury of any reasonably material risks associated with his entitlement to gain a residence visa.

- [62.3] Adequately informed Mr Chowdhury of the process for applying for a residence visa.
- [62.4] Made an evaluation of the proper cost of the professional services required, and satisfied himself the amount he charged was fair and reasonable.
- [62.5] Disclosed and obtained Mr Chowdhury's informed consent to a course of action.
- [63] The Tribunal asked Mr Standing to produce his client record. He has not produced any record, and the material before the Tribunal is sufficient to conclude that Mr Standing made no attempt to take informed instructions from his client; rather he gave advice which was wrong, and he did nothing to ensure it was right. This disregard for professional standards points to Mr Standing having abandoned integrity in the course of dealing with Mr Chowdhury.
- [64] Third, I am satisfied I must give some weight to the series of complaints the Tribunal has upheld against Mr Standing. The series of complaints where those findings have been made have already been referred to above (para [41]).
- [65] I emphasise that I give weight to the evidence in the other complaints with caution, and only to the extent they truly have probative value in this complaint. I accept there is probative value, as the other complaints evidence a distinctive *modus operandi* (*R v Tukuafu* [2003] 1 NZLR 659 (CA)).
- [66] The key features of these complaints evidence a willingness to make whatever false representations were required to secure the payment of fees, regardless of the potential client's immigration prospects. The representations were tailored to fit Mr Standing's perceptions of what his prospective clients may believe, and take as assurance. In some cases grossly extravagant promises were made in writing, and provided to the Tribunal in support of complaints.
- [67] For example, among the fabrications he presented to prospective clients in writing were that:
- [67.1] he provided his professional services as "an immigration law firm";
- [67.2] prospective clients were "100% guaranteed" a residence visa; and
- [67.3] if Mr Standing did not deliver a residence visa to a client, he could be prosecuted for the failure to do so.
- [68] This conduct is distinctive, and it is only necessary to refer to the standards required in the Code of Conduct to see how aberrant such behaviour is for a licensed immigration adviser.
- [69] The present case is materially identical to many of the other complaints. The key features include fabricated promises of migration opportunities, followed by the payment of fees and non-delivery of promised services. Mr Standing subsequently failed to account for fees he was not entitled to.
- [70] Giving weight to the three factors, I am sure the only proper finding is that Mr Standing was dishonest and he misrepresented his client's immigration opportunities for the purpose of his own financial gain.
- [71] Accordingly, this aspect of the complaint must be upheld. Mr Standing's behaviour was both misleading and dishonest, and grounds for complaint under section 44(2)(d) of the Act. It was also in breach of the Code of Conduct (clauses 1 and 5), which is grounds for complaint pursuant to section 44(2)(e) of the Act.

Failure to account for client funds

- [72] It appears possible some of the money paid to Mr Standing was in respect of fees to be paid to Immigration New Zealand. The amount is not apparent from the documents presently before the Tribunal. That is because only the first instalment was paid, and it was potentially for work that preceded lodging any application with Immigration New Zealand.

- [73] It also appears the view may be open that the whole payment of £2,500 was client funds, as Mr Standing had no right to the fees, having solicited them in breach of the Act and the Code.
- [74] Mr Standing was invited to explain how he banked the payment and address the portion that was treated as client funds. He has not done so.
- [75] However, I will not elevate Mr Standing's silence to an admission.
- [76] I am left in doubt as to whether any of the payment was for fees to be paid to Immigration New Zealand. If it had been, then Mr Standing obviously knew the money had to be banked as client funds.
- [77] In relation to unearned fees, I cannot be sure on the evidence before me that Mr Standing would have appreciated they were client funds, and had to be banked as client funds. To find Mr Standing has misappropriated the funds by not banking them and using them for his own purposes, I must be satisfied he believed they were client funds. The evidence does not go that far.
- [78] Accordingly, I take the view that I cannot find on the facts supporting this complaint that Mr Standing intentionally took client funds rather than banked them.
- [79] However, I am satisfied he breached his duty to repay the fees when his engagement ended, as he was not entitled to the fees.

Demanding and retaining excess fees

- [80] I am satisfied Mr Standing did not provide professional services that reflected the fees he demanded and retained.
- [81] What he has in fact done is procure the fees dishonestly and not perform the work he promised.
- [82] Mr Standing was put on notice by the Tribunal's Minute that the Tribunal may conclude:
- [82.1] Clause 8 of the Code obliged him to set fees that were fair and reasonable.
- [82.2] The fee was not fair and reasonable, either at the inception, or when his engagement terminated.
- [82.3] Clause 3(d) of the Code required him to provide a refund of fees payable when his engagement ceased.
- [82.4] The fees were repayable as they were not fair or reasonable, and he could no longer lawfully provide the professional services he agreed to supply.
- [82.5] He breached the Code by failing to refund fees.
- [83] Mr Standing has not responded.
- [84] I am satisfied on the material before the Tribunal that Mr Standing was not entitled to retain any of the money he received and he should have returned it in full. That was a direct consequence of the dishonesty that induced the payment of fees, and the failure to earn them.
- [85] I uphold the complaint in this respect also. Mr Standing's breach of the Code (clauses 8 and 3(d)) is a ground for complaint under section 44(2)(e) of the Act.

Submissions on Sanctions

Issues

- [86] As the complaint has been upheld, section 51 allows the Tribunal to impose sanctions. The section provides:

“Disciplinary sanctions

- (1) The sanctions that the Tribunal may impose are —
- (a) caution or censure:
 - (b) a requirement to undertake specified training or otherwise remedy any deficiency within a specified period:
 - (c) suspension of licence for the unexpired period of the licence, or until the person meets specified conditions:
 - (d) cancellation of licence:
 - (e) an order preventing the person from reapplying for a licence for a period not exceeding two years or until the person meets specified conditions:
 - (f) an order for the payment of a penalty not exceeding \$10,000:
 - (g) an order for the payment of all or any of the costs or expenses of the investigation, inquiry, or hearing, or any related prosecution:
 - (h) an order directing the licensed immigration adviser or former licensed immigration adviser to refund all or any part of fees or expenses paid by the complainant or another person to the licensed immigration adviser or former licensed immigration adviser:
 - (i) an order directing the licensed immigration adviser or former licensed immigration adviser to pay reasonable compensation to the complainant or other person.”

- [87] The Authority and Mr Chowdhury have the opportunity to provide submissions on the appropriate sanctions, including potential orders for costs, refund of fees and compensation. Whether they do so or not, Mr Standing is entitled to make submissions and respond to any submissions from the other parties.
- [88] Any application for an order for the payment of costs or expenses under section 51(1)(g) should be accompanied by a schedule particularising the amounts and basis for the claim.
- [89] The Tribunal will make any decision on the refund of fees based on the amount of fees identified in this decision, subject to any submissions from the parties.
- [90] It appears that the appropriate approach, if there is an order for the refund of fees, is that the amount paid should be converted to New Zealand dollars at the rate for the day it was paid and an order made of a refund of that amount of New Zealand dollars.
- [91] That would be on the basis that the payment was intended to be for services in New Zealand and could be expected to be converted when paid. The parties may contend for some other basis.

Mr Standing’s circumstances

- [92] This Tribunal is an inquisitorial body and is required to pursue issues raised by complaints, where necessary requesting further information and requiring persons with information to appear before the Tribunal.
- [93] This Tribunal is currently dealing with other complaints against Mr Standing and has previously dealt with complaints against Mr Standing.
- [94] Mr Standing is not presently a licensed immigration adviser, as his licence was cancelled by this Tribunal and limitations placed on him seeking another licence.

- [95] Mr Standing has also informed the Tribunal that the company through which he most recently conducted his practice had gone into liquidation (Living New Zealand Ltd – now struck off, as liquidation has been completed).
- [96] In this and other complaints Mr Standing is alleged to have failed to meet financial obligations to clients. The Tribunal is aware of the liquidator's reports, and draws Mr Standing's attention to those reports which state:
- [96.1] Mr Standing has been referred to the National Enforcement Unit in relation to suspected criminal offences, which apparently relate to Mr Standing's conduct and the absence of funds to pay creditors.
- [96.2] The company had assets that could be realised of \$8,078, and liabilities and liquidation expenses of \$497,422. Creditors received no distribution from the liquidation.
- [96.3] Overseas clients had paid \$635,769.49 in deposits for work that had not been completed.
- [97] The Tribunal is aware this company did not operate the entire time Mr Standing was operating his practice, and the fees received relate only to clients where work was incomplete. Accordingly, the fees received from overseas clients of \$635,769.49 are less than the total fees Mr Standing received.
- [98] Mr Standing is facing complaints before this Tribunal that he procured the payment of fees and failed to perform work; in many cases those fees were deposited into offshore bank accounts.
- [99] This information is sufficient to raise a concern that Mr Standing has received a substantial body of fees which have not been accounted for.
- [100] Accordingly, the Tribunal puts Mr Standing on notice that if he claims he does not have the means to pay penalties and compensation:
- [100.1] He is expected to explain to the Tribunal the circumstances identified in the liquidator's reports.
- [100.2] He should consider making arrangements for a chartered accountant to prepare a source and application of funds statement in relation to his practice, and producing that to the Tribunal.
- [100.3] He will be expected to fully explain his personal financial circumstances, including providing a statement of assets and liabilities.
- [101] If Mr Standing does not respond, the Tribunal may proceed on the basis that Mr Standing has the means to meet the financial sanctions that fully reflect the findings against him.

Timetable

- [102] The timetable for submissions will be as follows:
- [102.1] The Authority and Mr Chowdhury are to make any submissions within 10 working days of the issue of this decision.
- [102.2] Mr Standing is to make any further submissions (whether or not the Authority or Mr Chowdhury present submissions) within 15 working days of the issue of this decision.
- [103] Any party may apply to extend the timetable. If Mr Standing seeks to have time to have the assistance of a chartered accountant, he should provide a written statement from that person identifying the work they are undertaking and the likely time required to complete it.

[104] The parties are notified that this decision will be published with the names of the parties after five working days, unless any party applies for orders not to publish any aspect.

DATED at WELLINGTON this 30th day of August 2012.

G D Pearson
Chair