

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

Decision No: [2014] NZIACDT 31

Reference No: IACDT 019/13

IN THE MATTER

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

BY

The Registrar of Immigration Advisers

Registrar

BETWEEN

Vijendra Latchman Nair

Complainant

AND

Artika Archina Devi

Adviser

DECISION

REPRESENTATION:

Registrar: In person.

Complainant: In person.

Adviser: S Singh, Singhs Barristers & Solicitors, Auckland.

Date Issued: 19 March 2014

DECISION

Preliminary

- [1] The complainant says the adviser successfully applied for a work permit for him. Then he had the opportunity of applying for residence and entered into an agreement for the adviser to assist with that process.
- [2] The adviser took instructions for completing a residence application, agreed on fees, and the complainant paid fees.
- [3] However, this Tribunal cancelled the adviser's licence before the adviser lodged the application. The complainant says the adviser's behaviour was unsatisfactory in that:
 - [3.1] She did not keep him informed;
 - [3.2] Did not apply for the residence visa promptly;
 - [3.3] Did not deal with fees properly;
 - [3.4] Gave no refund when her licence was cancelled; and
 - [3.5] Made no arrangements for ongoing professional support.
- [4] The adviser says her conduct was appropriate in all respects and that she did not file the application because the complainant did not pay fees.
- [5] The Tribunal has found the complaint made out as the adviser was paid at least as much as she stipulated, failed to lodge the application when she should have, then failed to meet her obligations when her licence was cancelled.

The complaint

- [6] The material allegations in the complaint were set out in the Statement of Complaint. The key elements being:
 - [6.1] The complainant engaged the adviser to assist with seeking a work visa. They entered into an agreement dated 14 March 2011.
 - [6.2] The adviser completed this work successfully, in that Immigration New Zealand issued the work visa valid until 20 April 2012. That element is not part of the complaint.
 - [6.3] On 27 June 2011, the adviser called the complainant and his wife into her office and said they could apply for a residence visa. That day they entered into an agreement for the adviser to do that work. The stated fee was \$5,000, plus disbursements. The complainant was to pay fees in instalments reflecting steps in the process for obtaining a residence visa.
 - [6.4] The process to get a visa requires first an expression of interest lodged with Immigration New Zealand, and then, if Immigration New Zealand invited the complainant to apply, a formal application for a residence visa. The contract set out that \$2,500 became payable after the Expression of Interest was selected from the pool, \$1,250 after receiving the invitation to apply for the residence permit, and the remaining \$1,250 after receiving the Levy for stamping of the residence permit.
 - [6.5] The Statement of Complaint sets out the complainant's claim that the actual payments made by him for this work were:
 - [6.5.1] \$400 for the Expression of Interest, no receipt. It is unclear whether this was a filing fee or an additional charge by the adviser's company.
 - [6.5.2] On 3 July 2011, \$2,500 was paid, and a receipt for \$2,000 issued. The description on the receipt reads "selected from the pool".

- [6.5.3] On 26 July 2011, \$1,250 was paid and a receipt of \$450 issued, noting that \$800 in instalments was still due. The description on the receipt reads “[Permanent Residency] package received”. On 14 July 2011, Immigration New Zealand invited the complainant to apply for a residence visa, explained the process and indicated the application fee was \$1,550.
- [6.5.4] On 27 July 2011, the complainant signed a credit contract with a company that was represented as being associated with the adviser’s practice. A “cash advance” of \$650 was provided to the complainant, to be repaid in instalments of \$100. In the period 5 August to 9 September 2011, the complainant paid instalments amounting to \$600. It is unclear from the Statement of Complaint whether this advance was put towards the 26 July 2011 payment or was used for some other purpose.
- [6.5.5] The complainant paid a further \$1,500 when providing his family’s medical documents on an undisclosed date; he states that he did not get a receipt.
- [6.6] The Statement of Complaint then states that the complainant accordingly appears to have paid between \$5,250 and \$6,250 as fees towards the process of seeking a residence visa. In addition, he paid Immigration New Zealand filing fees of between \$1,550 and \$1,950. Part of the complaint is that the adviser failed to provide proper records of payments.
- [6.7] A meeting on 26 July 2011 was the last contact the complainant had with the adviser. About this time, the complainant completed the medical assessments for himself and his family, and provided all information to the adviser’s company as required.
- [6.8] The adviser failed to supply the medical certificates to Immigration New Zealand.
- [6.9] This Tribunal, with effect from 12 September 2011, cancelled the adviser’s licence on the basis of an unrelated complaint. The Tribunal gave her an opportunity to arrange continuing, appropriate representation for her other clients before the cancellation took effect.
- [6.10] When she lost her licence, the adviser had not filed the complainant’s application for a residence visa. After that time, she did not make any arrangements with the complainant for the refund of unearned fees, or provide a referral to a licensed immigration adviser.
- [6.11] After 26 July 2011, the complainant went to the office where the adviser’s practice was located, was directed to a junior clerk, and told he or she was now in charge of his case.
- [6.12] This Tribunal generally only has jurisdiction over the conduct of licensed immigration advisers while they hold a licence. After 12 September 2011, the adviser did not have a licence. However, there is some narrative in the complaint after that point which is relevant to the extent it arises from conduct during the time the adviser was licensed:
- [6.12.1] During February 2012, the complainant engaged the company through which the adviser had operated her practice to apply for an extension to the work permit; it was due to expire on 20 April 2012.
- [6.12.2] Eventually he sought the assistance of another adviser and then discovered that this Tribunal had cancelled the adviser’s licence with effect from 12 September 2011.

Interim decision

- [7] The adviser filed a Statement of Reply denying liability; the statement asserted the Tribunal should dismiss the complaint. However, it did not fully address the complaint. In the circumstances, the Tribunal took the view it was important to ensure the adviser was clearly on notice of the potential findings open on the material then before the Tribunal.

- [8] The interim decision gave the adviser notice that the material before the Tribunal potentially supported the following factual conclusions:
- [8.1] The adviser failed to communicate with the complainant regarding his immigration affairs in a timely manner throughout her engagement.
 - [8.2] The adviser had complete instructions to apply for a residence visa from 26 July 2011 and should have lodged it promptly. She failed to lodge it between 26 July 2011 and 12 September 2011 when this Tribunal cancelled her licence; she should have lodged it within that time.
 - [8.3] The adviser was obliged to keep unearned fees in a client account and should have been in a position to account for them; in fact, she had not complied.
 - [8.4] The adviser failed to receipt properly payments received for her fees.
 - [8.5] This Tribunal, after determining to cancel the adviser's licence, allowed a period for the adviser to communicate with clients and arrange for their ongoing professional representation before that cancellation would take effect. During that period, the adviser needed to determine whether she was obliged to refund fees or make arrangements acceptable to her client, such as paying unearned fees to the new adviser. Some fees were potentially unearned as the adviser had not lodged the application for a residence visa and had been paid fees for that purpose.
- [9] If those potential factual findings were made out, the interim decision noted the Tribunal could potentially determine:
- [9.1] The adviser failed to confirm in writing when she lodged the application, did not provide timely updates, or confirm in writing the details of material discussions (Clause 3 of the Code of Conduct).
 - [9.2] The adviser failed to carry out her instructions to file an application for a residence visa and did so through lack of care, diligence and professionalism (Clause 1 of the Code of Conduct); and/or did so negligently (section 44(2)(a) of the Act).
 - [9.3] The adviser failed to bank unearned fees in a separate bank account (Clause 4 of the Code of Conduct), failed to issue proper invoices (Clause 8(e) of the Code of Conduct), and failed to account for and refund fees when her engagement terminated (Clause 3 of the Code of Conduct).
 - [9.4] The adviser charged fees in excess of fixed costs set out in the written agreement (Clause 8(b) Code of Conduct).
 - [9.5] The adviser failed to work in a manner that did not unnecessarily increase costs (Clause 1.1(d) of the Code of Conduct). In particular, the adviser failed to lodge properly the application in a timely manner and created the need to apply for an extension of the current work visa.
 - [9.6] When the adviser lost her licence, she failed to notify her client that she could no longer act for him and failed to arrange appropriate professional support. That conduct lacked professionalism (Clause 1 of the Code of Conduct) and resulted in the complainant's affairs being wholly or partly in the hands of unlicensed persons acting unlawfully.
- [10] The Statement of Complaint also raised the issue of incompetence, being incapable, and dishonest or misleading behaviour; however, it lacked particulars and no party has taken issue with the formulation of issues identified in the interim decision. Accordingly, this decision addresses the issues identified in the interim decision, as outlined in the preceding paragraph.
- [11] The interim decision notified the adviser that she had the opportunity to reflect on her response and provide any further material she wished. Further, that she was a professional who was required to keep and maintain records of her professional engagement (Clause 3 of the Code of Conduct); she should seek to explain the allegations in the complaint with reference to her

records and produce those records. The Tribunal requested that she produce a full record of the fees claimed and paid.

The adviser's response to the complaint

- [12] Prior to the interim decision, the adviser lodged a Statement of Reply with submissions and further submissions following the interim decision. When replying to the interim decision, she indicated that she still relied on that response in addition a further response.
- [13] Notwithstanding the interim decision, the adviser has not provided affidavit evidence or sought to have an oral hearing in which sworn evidence could be tested by cross-examination. The adviser has not provided a copy of her file; she says it is lost. In short, the adviser has denied the complaint but provided no defence to in the form of evidence on the central issues.
- [14] In her Statement of Reply, the adviser raised the following as the key elements in her response:
- [14.1] The practice she operated was incidental to her fulltime employment as a personal banker. She was a "volunteer", and apparently, the only licensed immigration adviser in the practice.
- [14.2] Unlicensed persons did what she claimed was clerical work, including engaging in correspondence with Immigration New Zealand in relation to clients.
- [14.3] This Tribunal cancelled her licence with effect from 12 September 2011 and another licensed immigration adviser took over at the company through which she had previously operated her practice.
- [14.4] The adviser performed two tasks for the complainant:
- [14.4.1] Successfully applied for a work permit (issued in April 2011, expiring a year later); and
- [14.4.2] Progressed a residence application.
- [14.5] She says of the residence application, that after her licence was cancelled a new licensed immigration adviser, who took over her practice, filed the application on 12 October 2011. This she says means the instructions were not her responsibility, rather the new adviser's obligation. The same applied to the work permit when it expired in April 2012.
- [14.6] The complainant had difficulties paying for the Residence application.
- [14.7] She issued proper receipts.
- [14.8] She was not obliged to notify clients her licence has been cancelled.
- [15] Following the interim decision, the adviser filed further submissions. The essential elements of those submissions were:
- [15.1] The adviser did not seek an oral hearing and provided no sworn evidence or briefs of evidence. She sought to have the complaint determined on the papers.
- [15.2] The adviser said she provided timely updates to the complainant, but provided no copy of the communications, saying they had been lost due to a shift of business premises. She however said parts of the files had been found, she did not explain how that occurred.
- [15.3] She said she progressed the application and the complainant failed to provide necessary information. The delay was his fault.
- [15.4] She said she completed the work visa application successfully and that financial constrains prevented the complainant progressing the residence application.

- [15.5] She speculated regarding the process in which the new adviser lodged a residence application.
- [15.6] The adviser did not receive fees (the company associated with her practice did). Receipts were issued, but if they did not the complainant should have raised the matter at the time. Some documents could not be located, so the adviser had to speculate.
- [15.7] Appropriate fees were charged, The fees paid were:
- [15.7.1] \$400 on 29 June 2011 (filing fee when expression of interest lodged).
 - [15.7.2] \$2,000 on 3 July 2011 (not \$2,500 as claimed by the complainant).
 - [15.7.3] \$450 on 26 July 2011 (with balance of \$800 still owing).
 - [15.7.4] A credit contract advance (for paying the adviser's fees). It appears the adviser's position is \$1,300 was advanced, and \$1,250 repaid. It related to overdue fees of \$500 and \$800.
 - [15.7.5] In summary, the total fees charged were \$3,700 of which \$50 was unpaid. However, that is not reconciled with the payments identified.
 - [15.7.6] In addition, the new adviser was paid \$1,550.
- [15.8] The adviser was not responsible for delay in filing the application and the new adviser's further delay is evidence of that.
- [15.9] Someone informed the adviser's clients her licence had been cancelled and that a new adviser would be taking over.
- [15.10] When the application was filed, Immigration New Zealand's letter said it was due to the application fee not being paid.
- [15.11] The complainant has misled the Tribunal in relation to the fees paid.
- [15.12] The reason the adviser did not file the application in the period between when she had instructions and cancellation of her licence was that the complainant could not pay for the service.

Discussion

The evidence

- [16] The adviser was required to document her engagement fully.
- [17] The Code is prescriptive in requiring certain actions to occur at the commencement of the client engagement. As a minimum:
- [17.1] Before commencing work the basis for costs and fees must be established (Clause 8(b) and (d)).
 - [17.2] A written agreement is required (Clause 1.5(a)).
 - [17.3] The adviser must make clients aware of the terms and significant matters relating to that agreement (almost inevitably including their immigration options, and processes that apply) (Clause 1.5(a) and (b)).
 - [17.4] Clients must receive a copy of the Code and have it explained to them. They must also receive a copy of the adviser's complaints procedure (Clauses 1.4(a) and 9(b)).
- [18] This engagement required the adviser to explain to the complainant what the options were, the risks, and the processes involved before taking instructions. Only then, could the adviser have lawful informed instructions and meet the obligation to act with professionalism (Clause 1.1).

Furthermore, the adviser was required to confirm in writing the details of material discussions with clients (Clause 3(f)).

- [19] The adviser says she had records, but has lost access to them. The alternative is that the complainant is correct and the adviser failed to create records.
- [20] The complainant has provided a coherent account; he provided the records he had to support his account of dealings with the adviser. The Registrar has also gathered Immigration New Zealand's record and placed that before the Tribunal.
- [21] The adviser has not produced any written material that either is inconsistent with the complainant's account or evidences a different set of events.
- [22] The adviser has had the opportunity of providing briefs of evidence and being subject to cross-examination. She has chosen not to do that.
- [23] In these circumstances, there is a complaint, which is consistent with the written record, denied by the adviser, but not rebutted by any evidence that can be tested. The adviser's denial has the further impediment of a claim that documentation which should exist is no longer available. They were records she was required to keep for seven years (Clause 3(e) of the Code of Conduct).
- [24] The Tribunal is required to determine facts 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).
- [25] I am satisfied on the balance of probabilities the complainant's account is correct and, where it differs from the adviser's, I accept the complainant's account.

Failure to provide timely updates, and confirm in writing the details of material discussions

- [26] I am satisfied the adviser failed to provide timely updates, or confirm in writing the details of material discussions (Clause 3 of the Code of Conduct).
- [27] The adviser was required to undertake an effective review of the relevant immigration opportunities. That issue had to be discussed.
- [28] Then there had to be written communications regarding progress, including what was needed to lodge the application. The adviser now blames her client for lack of funds to progress the application. There should be correspondence to show she explained the position, and the consequences of not providing the funds; there is none. I am satisfied the complainant's account is correct and he provided what was requested of him, both as to information and fees.
- [29] The adviser was required to keep a full record of fees, including the payment of fees and banking of fees (Clauses 8, 1, 3, and 4 of the Code of Conduct). The adviser has not been able to produce a clear account of the fees set, the fees paid, where they were banked, and the written communications required if non-payment resulted in work being suspended.
- [30] The adviser should be able to produce a statement of account. She has not done so.
- [31] In the absence of proper statements from the adviser, the complainant says he paid between \$5,250 and \$6,250 as fees towards the process of seeking a residence visa. In addition, he says he paid Immigration New Zealand filing fees of between \$1,550 and \$1,950, and complied with all the adviser informed him was required. That excluded the further funds he paid to the new adviser.
- [32] The information before the Tribunal is not satisfactory to determine what the complainant paid with precision. However, I am satisfied the adviser failed to notify the complainant anything was required from him that he did not attend to. I am satisfied he made payments, and completed the credit contract and believed he had complied with the adviser's requirements. The adviser had no records that justify her withholding services based on fees being unpaid; when an adviser is in that position they have an obligation to give clear notice to their client of what is required and the consequences of non-compliance.

- [33] I am satisfied the adviser did not comply with Clause 3 in respect of the communications required. She failed to inform the complainant of the steps being taken, the advice she gave, and what was required to complete the application for a residence visa.

Failure to get and carry out informed instructions

- [34] The adviser was required to get lawful informed instructions (Clause 1 of the Code of Conduct). I am satisfied she failed to:
- [34.1] Inform her client of what he needed to do to lodge an application for a residence visa.
- [34.2] Forward medical certificates to Immigration New Zealand.
- [34.3] Take effective steps to get the information required and then lodge the application for a residence visa in a timely manner or at all.
- [35] The adviser breached Clause 1 of the Code of Conduct, which required her to act with due care, diligence and professionalism, and carry out the lawful informed instructions of clients.
- [36] I am also satisfied the conduct was negligent. That is a ground for upholding the complaint under section 44(2)(a) of the Act.

Failure to bank unearned fees, issue invoices, and account for fees

- [37] The adviser was the only licensed party engaged with the complainant at the material time she accepted his instructions. There is no prohibition on her using a company to deliver services, however, the Code of Conduct requires her to be personally responsible for the delivery of professional services.
- [38] Relevantly, the Code of Conduct required her to:
- [38.1] Maintain a separate clients' bank account for holding all clients' funds paid in advance for fees (Clause 4 of the Code of Conduct); and
- [38.2] Provide any refunds payable upon completing or ceasing a contract for services (Clause 3(d) of the Code of Conduct).
- [39] This was not a situation where the adviser had any reason to think that someone else was performing those duties. There was a company Universal Immigration Services NZ Ltd, which apparently took fees. She suggests she is not responsible for her duties under the Code of Conduct.
- [40] The director of the company was not a licensed immigration adviser, or qualified in any material respect. She was not entitled to rely on anyone else to discharge her professional responsibilities.
- [41] She was required to discharge personally the professional obligations on her. She had to account for the fees solicited using her identity as a licensed immigration adviser.
- [42] One of the requirements in establishing the professional relationship was that her prospective client was shown the Code of Conduct (Clause 1.4(a)), it was explained to him, and he was given a copy. Accordingly, the adviser was required to provide a written represent to him that:
- [42.1] Until she earned fees, she would place them into a client funds account in accordance with Clause 4 of the Code of Conduct.
- [42.2] Each time a fee is payable the adviser will provide clients with an invoice containing a full description of the services it concerns (Clause 8(e)).
- [42.3] Clause 3(e) requires that an adviser will maintain complete client records "that track all transactions for a period of seven years".
- [43] The adviser has not been able to produce these records, the partial record does not reconcile with that the parties say was paid.

- [44] However, I am not in a position to determine when fees were paid in relation to work being performed. The adviser is entitled to the benefit of the doubt. If paid in arrears, the fees did not need to be deposited in a client account.
- [45] However, I am satisfied the adviser failed to provide invoices meeting the requirements of Clause 8(e), and refund fees in accordance with Clause 3 of the Code of Conduct.
- [46] The adviser was required to refund the fees in full, as she did not complete the work she was engaged to perform.
- [47] There is no evidence of an agreement to allocate the fees to the new adviser; there is evidence further fees were paid to the new adviser.

Fees in excess of the written agreement

- [48] The adviser has not been able to establish what fees were paid. The complainant says he paid between \$5,250 and \$6,250 as fees towards the process of seeking a residence visa. In addition, he paid Immigration New Zealand filing fees of between \$1,550 and \$1,950.
- [49] The adviser says she did not file the application, as she required the complainant to pay more, despite the written agreement providing the total fees were \$5,000.
- [50] The adviser was required, before commencing work, to set out the fees and disbursements to be charged. She did not do so satisfactorily and breached Clause 8(b) of the Code of Conduct.
- [51] For example, Appendix B of the agreement for the provision of services sets out the schedule of Immigration New Zealand fees; it is evident that different numbers for the same fee appear as numerals and in written form, such as: "Four Hundred Dollars only (NZ\$440.00)". There is an unacceptable lack of clarity regarding what had to be paid, and that continued with the failure to record properly what was paid.
- [52] The adviser was in no position to refuse further service based on unpaid fees. To take that stance she had to give the complainant clarity on what fees had to be paid, what they were paid for, how much had been paid, and then demonstrate the further fees accorded with the terms agreed.
- [53] The most favourable view is the adviser failed to set out the fees clearly, and breached Clause 8(b) and then sought to charge further fees she was not entitled to claim.

Failing to work in a manner that did not unnecessarily increase costs

- [54] The adviser failed to lodge the application for a residence visa, and the result was the complainant had to apply for an extension of his work visa, at further cost.
- [55] The adviser was required to work in a manner that did not unnecessarily increase costs. Her failure to act on instructions for reasons that are not justifiable had the effect of increasing costs for the complainant. I am satisfied the adviser breached Clause 1.1(d) of the Code of Conduct.

Failure to act professionally on cancellation of the adviser's licence - notification of licence cancellation

- [56] The adviser claims that someone notified her clients when this Tribunal cancelled her licence. She was given time to do that, find ongoing representation for clients, and to arrange the refund of unearned fees.
- [57] The complainant says in reality around 26 July 2011 (which was well before the Tribunal cancelled the adviser's licence in September 2011), he went to the office where the adviser's practice was located, was directed to a junior clerk, and told they were now in charge of his case. The adviser has provided no evidence of communication with the complainant in this period at all. When she lost her licence, the adviser should have told the complainant what

point his application was at, his entitlement to a refund of fees, and his options for professional representation to complete his application.

- [58] I accept the complainant's evidence that the adviser left his affairs in the hands of an unlicensed person when her licence was cancelled.
- [59] It is not necessary to determine whether the licensed adviser who acted later underwent a proper engagement process that included dealing with the fees that had not been refunded, that cannot excuse the adviser's failure to act professionally at the relevant time.
- [60] The adviser's conduct was unprofessional, I am satisfied this amounted to unprofessional conduct in breach of Clause 1 of the Code of Conduct.

Decision

- [61] The Tribunal upholds the complaint pursuant to section 50 of the Act.
- [62] The adviser breached the Code of Conduct in the respects identified and was negligent. They are grounds for complaint pursuant to section 44(2)(a) and (e) of the Act.
- [63] In other respects, the Tribunal dismisses the complaint.

Suppression of name

- [64] The adviser sought an order to keep her identity confidential. The grounds were she:
 - [64.1] Is no longer a licensed immigration adviser.
 - [64.2] Acted in a professional manner and denies wrongdoing on her part.
 - [64.3] Has another career, where she is in "a special relationship of mutual confidence and trust".
 - [64.4] Did not gain financially.
 - [64.5] Due to her culture, there will be repercussions for her and her family.
- [65] The submissions have an element of unreality. The Tribunal has upheld a number of complaints against the adviser and cancelled her full licence. The decisions are public information, and involve conduct as serious as the present complaint. The incremental effect of publishing another disciplinary finding, which is the issue, is not consistent with the grounds advanced.
- [66] There is no sensible reason not to publish the present complaint in these circumstances. I appreciate counsel could of course advance reasons for suppression that were not advanced previously, and if a case were made out the Tribunal would make an appropriate order. However, the situation is one where publication is a routine consequence of the disciplinary process.
- [67] There are no special circumstances. If the adviser is in a position of mutual confidence and trust in her current work, that is not a justification for suppressing her professional disciplinary background.
- [68] Unfortunately, the adviser's disciplinary history is not an isolated lapse; rather she has engaged in a sustained course of conduct resulting in multiple complaints the Tribunal has upheld. That is not information the Tribunal should deny to the public, particularly when the adviser is seeking confidence and trust in a professional capacity. The Tribunal has found on repeated occasions that she had abused trust and confidence given to her as a licensed immigration adviser.
- [69] Accordingly, the Tribunal will not make an order restricting publication of this decision.

Submissions on sanctions

- [70] The Tribunal has upheld the complaint accordingly and, pursuant to section 51 of the Act, it may impose sanctions.
- [71] The Authority and the complainant 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, the adviser is entitled to make submissions and respond to any submissions from the other parties.
- [72] 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.

Timetable

- [73] The timetable for submissions will be as follows:
- [73.1] The Authority and the complainant are to make any submissions within 10 working days of the issue of this decision.
- [73.2] The adviser is to make any further submissions (whether or not the Authority or the complainant make submissions) within 15 working days of the issue of this decision.
- [73.3] The Authority and the complainant may reply to any submissions made by the adviser within 5 working days of her filing and serving those submissions.

DATED at WELLINGTON this 19th day of March 2014

G D Pearson
Chair