

**LEGAL COMPLAINTS REVIEW OFFICER  
ĀPIHA AROTAKE AMUAMU Ā-TURE**

[2021] NZLCRO 151

Ref: LCRO 215/2020

**CONCERNING**

an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006

**AND**

**CONCERNING**

a determination of the [Area] Standards Committee [X]

**BETWEEN**

**YY**

Applicant

**AND**

**RN**

Respondent

**DECISION**

**The names and identifying details of the parties in this decision have been changed.**

**Introduction**

[1] Ms YY has applied for a review of a decision by the [Area] Standards Committee [X] to take no further action in respect of her complaint concerning the conduct of the respondent, Mr RN.

**Background**

[2] Ms YY's complaint has its genesis in a transaction involving a sale of a residential property situated at [address].

[3] Ms YY had initially instructed Mr TW to act for her on the sale, but as Mr TW did not operate a trust account, Mr TW referred Ms YY to Mr FN.

[4] On the 29<sup>th</sup> of January 2013, Mr TW forwarded facsimile correspondence to Mr FN making request of Mr FN to prepare an agreement for sale and purchase of the [address] property.

[5] That correspondence:

- (a) Identified the vendor and purchaser; and
- (b) advised the sale price that had been agreed; and
- (c) recorded that no deposit was to be paid; and
- (d) recorded that settlement date was to occur 14 days after confirming the agreement was subject to title and insurance/EQC claim transfers; and
- (e) confirmed that Ms YY (as purchaser) had secured finance and did not require a LIM report as she was the owner of all but two of the flats situated at [address]; and
- (f) recorded that there was a degree of urgency as Ms YY was on the point of returning to [city].

[6] On Wednesday 30 January 2013, Mr RN forwarded an email to the vendor attaching the sale and purchase agreement that had been prepared. Request was made of the purchaser to sign and return the agreement if all was in order.

[7] On 5 February 2013, Mr FN forwarded his terms of engagement to Ms YY. The services to be provided, as recorded in the letter of engagement, included perusing the contract, searching the title, and attending to settlement.

[8] On 11 February 2013, the lawyer for the vendor wrote to Mr RN to advise dates acceptable to the vendor for confirming title, LIM and insurance matters, and requesting to be advised if Mr RN's client required any variations to the suggested dates.

[9] On 21 February 2013, lawyer for the vendor made request of Mr RN to confirm as to whether the conditions in the agreement that were due to be satisfied by 21 February 2013, had been agreed.

[10] Mr FN emailed Ms YY to seek instructions as to whether he was in a position to confirm the agreement. Ms YY responded to advise that she was awaiting confirmation from her insurer as to whether the insurer would agree to cover the property. Ms YY advised that her ability to secure release of funds from her bank was dependent on her obtaining insurance approval.

[11] In the course of clarifying insurance details, Ms YY confirmed that if the sale was to proceed, she would be the outright owner of 11 of the flats in a block of 12.

[12] On 5 March 2013, Ms YY emailed her personal insurance consultant expressing concern at the delay in finalising insurance cover. She was anxious at the possibility that the sale would fall through if the insurance issue remained unresolved.

[13] On 7 March 2013, insurance cover was confirmed. Settlement proceeded.

### **The complaint and the Standards Committee decision**

[14] Ms YY lodged a complaint with the New Zealand Law Society Complaints Service (Complaints Service) on 4 June 2020. The substance of her complaint was that Mr FN had, on taking instructions to manage her conveyancing transaction, failed to attend to ensuring that a deed of assignment of an EQC claim (from vendor to her as purchaser) was completed.

[15] On receipt of Ms YY's complaint of 4 June 2020, the Complaints Service advised Ms YY that the complaints against Mr FN were being assessed, to ascertain whether the Complaints Service had all the necessary information to enable it to process the complaint.

[16] Mr FN responded to the complaint on 19 June 2020. In that response he:

- (a) queried what jurisdiction the Complaints Service could exercise over him, bearing in mind that he had not been in practice for some time, and no longer held a practising certificate; and
- (b) advised that he did not intend to resume practice due to health reasons; and
- (c) explained that Mr RN had sole responsibility for the file; and
- (d) explained that Mr RN was a self-employed practitioner who had the convenience of use of Mr FN's office where he was able to make use of Mr FN's trust account for settlement purposes together with the use of access to the title office for search and registration purposes; and
- (e) suggested that the complaint should more appropriately be directed to Mr RN.

[17] On 17 June 2020, the Complaints Service forwarded correspondence to Ms YY advising that the Service had concluded that Mr RN was properly the subject of her complaint, as he “appears to have been the lawyer responsible for the file at the time.”

[18] This was followed with correspondence to Mr RN informing him that the Complaints Service had concluded that he was the subject of Ms YY’s complaint and that he would be required to respond to the complaint.

[19] Mr JL QC responded on behalf of Mr RN on 20 July 2020.

[20] It was submitted for Mr RN that:

- (a) Mr RN was at a disadvantage in responding to the complaint, as it was now difficult for him to recall details of a routine conveyancing transaction which had taken place 7 and a half years ago; and
- (b) Mr RN had retired from legal practice in March 2017; and
- (c) he was now 78 years of age and suffering poor health; and
- (d) Mr RN’s instructions to act for Ms YY had come from another solicitor, Mr TW; and
- (e) instructions received from Mr TW did suggest that the contract be subject to insurance/EQC claim transfers; and
- (f) the contract was prepared as a matter of urgency; and
- (g) the contract contained only two special conditions; and
- (h) as the owner of 10 of the 12 units in the [address] block, Ms YY would have been well aware of any earthquake damage to the units and presumably was dealing with the EQC over her other 10 units; and
- (i) the damage to unit 3 was relatively modest; and
- (j) the vendor and purchaser had negotiated the contract between themselves; and
- (k) it is difficult, in those circumstances, to imagine that the two contracting parties would not have discussed the arrangements they wished to make with respect to any outstanding EQC claim; and

- (l) it is significant that Ms YY's complaint in her email of 4 June 2020 made no reference to Mr RN, but rather she advances her complaint against the principal of [Law Firm], Mr FN;
- (m) Ms YY was aware for a number of years that there had been no assignment of the earthquake claim for unit 3; and
- (n) any claim by Ms YY in negligence against [law firm] was time-barred; and
- (o) it was surprising that Ms YY took so long in bringing her complaint if she had a genuine conviction that Mr RN had failed to follow instructions.

[21] Mr JL submitted that no further action should be taken on the complaint.

[22] The Standards Committee delivered its decision on 2 November 2020.

[23] The Committee determined pursuant to s 138(1)(a) of the Lawyers and Conveyancers Act 2006 (the Act) to take no further action on the complaint.

[24] In reaching that decision the Committee concluded that:<sup>1</sup>

- (a) in giving consideration to Mr RN's age and poor state of health, and the fact that he no longer holds a practising certificate, the consumer protection purpose of the Act would not be served by taking the matter any further; and
- (b) having considered the length of time that had elapsed between the date when the subject matter of the complaint arose and the date when the complaint was made, investigation of the complaint was no longer practicable or desirable.

### **Application for review**

[25] Ms YY filed an application for review on 30 November 2020.

[26] She submits that that:<sup>2</sup>

- (a) the EQC assignment should have been completed but was not; and
- (b) as a consumer, she deserved to be protected from failings on the part of lawyers instructed; and

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<sup>1</sup> Standards Committee Decision (2 November 2020) at [15]--[16].

<sup>2</sup> Application for review (dated 23 November 2020) at p3.

- (c) the age and health status of the lawyers was irrelevant; she required protection and deserved to have it; and
- (d) she had approached [law firm] and Mr TW many times over the years seeking to have the problem resolved, but was ignored by both; and
- (e) she considered the approach adopted by the lawyers to be unprofessional and “Machiavellian”.

[27] By way of outcome, Ms YY seeks compensation for the EQC funds that she says she failed to receive.

[28] Mr JL provided a brief response to Ms YY’s review application.

[29] He submits that:

- (a) the Standards Committee decision is entirely correct and should not be subject to review by the LCRO; and
- (b) the Standards Committee correctly exercised its discretion to take no further action because of the inordinate delay on the part of the complainant in bringing her complaint; and
- (c) no rational basis had been advanced by Ms YY for the Legal Complaints Review Officer (LCRO) to substitute his judgement for that of the Standards Committee; and
- (d) the application for review was meritless and pointless.

### **Review on the papers**

[30] This review has been undertaken on the papers pursuant to s 206(2) of the Act, which allows an LCRO to conduct the review on the basis of all information available if the LCRO considers that the review can be adequately determined in the absence of the parties.

[31] I record that having carefully read the complaint, the response to the complaint, the Committee’s decision and the submissions filed in support of and in opposition to the application for review, there are no additional issues or questions in my mind that necessitate any further submission from either party. On the basis of the information

available, I have concluded that the review can be adequately determined in the absence of the parties.

### **Nature and scope of review**

[32] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:<sup>3</sup>

... the power of review conferred upon Review Officers is not appropriately equated with a general appeal. The obligations and powers of the Review Officer as described in the Act create a very particular statutory process.

The Review Officer has broad powers to conduct his or her own investigations including the power to exercise for that purpose all the powers of a Standards Committee or an investigator and seek and receive evidence. These powers extend to “any review” ...

... the power of review is much broader than an appeal. It gives the Review Officer discretion as to the approach to be taken on any particular review as to the extent of the investigations necessary to conduct that review, and therefore clearly contemplates the Review Officer reaching his or her own view on the evidence before her. Nevertheless, as the Guidelines properly recognise, where the review is of the exercise of a discretion, it is appropriate for the Review Officer to exercise some particular caution before substituting his or her own judgment without good reason.

[33] More recently, the High Court has described a review by this Office in the following way:<sup>4</sup>

A review by the LCRO is neither a judicial review nor an appeal. Those seeking a review of a Committee determination are entitled to a review based on the LCRO’s own opinion rather than on deference to the view of the Committee. A review by the LCRO is informal, inquisitorial and robust. It involves the LCRO coming to his or her own view of the fairness of the substance and process of a Committee’s determination.

[34] Given those directions, the approach on this review, based on my own view of the fairness of the substance and process of the Committee’s determination, has been to:

- (a) Consider all of the available material afresh, including the Committee’s decision; and
- (b) Provide an independent opinion based on those materials.

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<sup>3</sup> *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [39]–[41].

<sup>4</sup> *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475 at [2].

## Discussion

[35] The issues addressed in this review are:

- (a) Did the Complaints Service correctly identify the subject of Ms YY's complaint?
- (b) If the answer to (a) is no, what consequence should follow for Ms YY's complaint?
- (c) Is a conduct breach established against either Mr FN or Mr RN?

## Analysis

*Did the Complaints Service correctly identify the subject of Ms YY's complaint?*

[36] No.

[37] Ms YY did not, initially, make complaint about Mr RN. Her complaint was directed to Mr FN.

[38] In responding to the complaint, Mr FN sought clarification as to what jurisdiction the Complaints Service had to pursue complaint against him when he had not been practising for some time, and no longer held a practising certificate.

[39] That argument can be succinctly addressed. Complaints can be brought against former lawyers.<sup>5</sup>

[40] Mr FN argued that Ms YY was not his client, but rather the client of Mr RN. Mr FN described Mr RN as a "self-employed practitioner who had the convenience of the use of Mr FN's office where he was able to make use of Mr FN's trust account for settlement purposes together with the use of the access to the title office for search and registration purposes".<sup>6</sup>

[41] The Committee appears to have accepted Mr FN's argument that he was not acting for Ms YY without any significant steps having been taken by the Committee to examine more fully what the nature of the relationship was.<sup>7</sup>

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<sup>5</sup> Lawyers and Conveyancers Act 2006, s 132 (a) (i).

<sup>6</sup> [Area] Standards Committee [X] memorandum (1 July 2020).

<sup>7</sup> The Committee appears to have initially opened two separate complaint files.



[42] The Complaints Service wrote to Ms YY on 17 June 2020 to inform her that a complaint file had been opened against Mr RN, as he “appears to have been the lawyer responsible for the file at the time”.

[43] I can see no indication on the Committee file of any inquiry having been made as to clarify why Ms YY would have been labouring under the impression that she had instructed Mr RN. It appears to be the case that Mr FN’s explanation of the working arrangement between himself and Mr RN had been accepted without question.

[44] What is clear is that Mr FN was instructed early in the piece to act for Ms YY.

[45] Mr TW was first instructed. He could not complete the conveyancing transaction. He did not operate a trust account. Mr TW faxed correspondence to Mr FN in which request was made of Mr FN (not Mr RN), to prepare a sale and purchase agreement.

[46] It may be the case that Mr FN then made request of Mr RN to take over the conveyancing file, but there is certainly no indication that those instructions were provided on the basis of an understanding that Mr RN was a “self-employed practitioner” who would be responsible for the file.

[47] Mr FN wrote to Ms YY on 5 February 2013. In that correspondence, Mr FN informed Ms YY that Mr TW had made request of him to assist Ms YY with a conveyancing matter. Mr FN concludes his correspondence with invitation to Ms YY to contact either himself or Mr TW if she required any further information about her file. The correspondence is signed by Mr FN, and beneath his signature, is reference to Mr RN. Mr RN is described in his capacity as an associate.

[48] The inference that Ms YY could fairly take from this was that:

- (a) Mr TW had referred her to Mr FN; and
- (b) Mr FN was happy to take on the job; and
- (c) any queries should be directed to him; and
- (d) Mr RN was an associate of Mr FN’s firm.

[49] Ms YY’s understanding as to who would be responsible to the work that was being done would have been reinforced by the letter of engagement she received from Mr FN.

[50] In his letter of engagement Mr FN:

- (a) thanked Ms YY for her providing him with instructions; and
- (b) recorded that he was pleased to act for her; and
- (c) summarised the work to be completed; and
- (d) provided an estimate of fees; and
- (e) recorded the name and status of the person in his firm (Mr RN) who would have responsibility for the general carriage of the file.

[51] The letter of engagement concludes with Mr FN and Mr RN's names.

[52] I consider that Ms YY would have understood the situation to be that Mr FN's firm was acting for her, that Mr FN had oversight of her file, and that Mr FN had allocated a member of his team to do the conveyancing work. Ms YY could not have reasonably contemplated on the information provided to her that Mr RN was a self-employed practitioner who was operating independently of Mr FN other than utilising Mr FN's trust account.

[53] On occasions, as the file progressed, Mr FN wrote directly to Ms YY.

[54] The conveyancing deal was transacted through Mr FN's office. Mr FN rendered Ms YY an account for the services provided.

[55] Mr FN was holding himself out at commencement as the lawyer acting for Ms YY. It is correct that Mr RN was assigned the task of managing the conveyancing transactions, but this arrangement was not one which, in my view, remotely approached the situation as described by Mr FN, where Mr RN could be held out to have acted in the role of an independent practitioner.

[56] Mr RN was specifically referred to as an associate in Mr FN's firm.

[57] No other reasonable inference or construction could have been expected to have been drawn by Ms YY in the face of the information she was provided.

[58] Some years after the conveyancing transaction had been concluded (July 2014), a property manager instructed by Ms YY wrote to Mr FN to enquire as to whether his firm had completed the conveyancing for Ms YY on [address] property. Mr FN responded briefly on 29 July with the following "Yeh- so what?".

[59] In my view, the Committee misdirected its inquiry by focusing solely on the activities of Mr RN. In doing so, it failed to adequately address the complaint that Ms YY had initially advanced against Mr FN and neglected to consider Ms YY's complaint from the broader perspective that both Mr FN and Mr RN had responsibility for the file.

*As the Committee did not correctly identify fully the subjects of Ms YY's complaints, what consequence should follow from that omission?*

[60] In different circumstances, I would have considered it appropriate to return the matter to the Standards Committee with direction that it reconsider the complaint but in doing so, to include both Mr RN and Mr FN as the subjects of its inquiry.

[61] However, I am reluctant to return the matter to the Committee for reasons that will become apparent later in this decision.

*Is a conduct breach established against Mr FN or Mr RN?*

[62] Pivotal to Ms YY's complaint, is the argument that Mr RN (and I will, for the reasons set out above, extend that obligation to Mr FN) let her down by failing to include in a sale and purchase agreement a clause which provided that the benefit of an EQC payment, that attached to the owner of the property, be assigned to Ms YY as purchaser.

[63] It is Ms YY's view that the conditions of sale and purchase that she had agreed with the vendor clearly contemplated that she, as purchaser, was to receive the benefit of any residual EQC claim where an entitlement to a possible claim had been established or was due to be paid, at the time of sale.

[64] In advancing this argument, Ms YY complained that Mr FN had been instructed to draft a sale and purchase agreement which included a specific condition that the benefit of the EQC claim would be assigned to her as purchaser, but that he had failed to carry out this instruction.

[65] The evidence that is provided to support Ms YY's advice that either Mr FN or Mr RN had failed to follow instructions is the facsimile correspondence from Mr TW (the lawyer initially instructed by Ms YY) to Mr FN of 29 January 2013.

[66] In that correspondence (as previously noted), Mr TW:

- (a) Identifies the names of the vendors and purchaser; and
- (b) records the sale price; and
- (c) confirms that no deposit is required; and

- (d) advises the settlement date to be 14 days after confirmation of the terms of the agreement; and
- (e) notes the agreement is to be subject to a title check; and
- (f) is subject to insurance/EQC claim transfers; and
- (g) confirms that Ms YY is the owner of all but two of the flats situated at [address]; and
- (h) advises that there is a degree of urgency with the transaction as Ms YY is returning to [City]

[67] The sale and purchase agreement subsequently drafted recorded its terms and conditions in precisely the terms as requested in Mr TW's facsimile correspondence, except that there was a modification in the names of the parties and no reference was made in the conditions of sale to the EQC issue.

[68] It is understandable then that Ms YY is emphatic in her view that the lawyers overlooked inserting a clause in the agreement which she says was intended to be added for her benefit.

[69] However, the difficulty with Ms YY's complaint is that there is very little evidence available to support Ms YY's contention that Mr RN (and Mr FN) were instructed to insert a specific clause in the sale and purchase agreement and failed to do so, other than the facsimile correspondence from Mr TW which made reference (albeit without explanation or qualification) to "EQC claim transfers".

[70] A complainant, whatever the jurisdiction, is obliged to support their claim with evidence to the required standard; in this case, the balance of probabilities.

[71] Ms YY carries the burden of establishing, on the balance of probabilities, that the allegation she makes concerning Mr RN's (or Mr FN's) conduct are established. In other words, she must provide evidence which tips the scales towards it being more probable than not that Mr RN failed to follow instructions.

[72] The issue here is that the evidence must, if it is to meet the required legal threshold, establish on the balance of probabilities, that the evidence supports the conclusion that Mr RN was instructed to insert the clause in the agreement, but failed to do so.

[73] It is a serious matter to enter a conduct finding against a practitioner, and in this case that possibility falls to be assessed against the backdrop of both Mr RN and Mr FN having retired from practice and neither holding, or seemingly likely to hold again, a practising certificate.

[74] The fact that both Mr RN and Mr FN have retired from practice and that Mr RN is unfortunately suffering serious health problems, does not inoculate either from possibility of a disciplinary conduct finding being entered, although those factors may assume relevance in both a consideration of penalty, and a consideration as to whether it may be appropriate to exercise a discretion to not make a conduct finding despite grounds being established to support such a finding. However, if a finding is to be made that either of the practitioners had failed to follow instructions, the evidence must clearly support any such finding.

[75] I am not satisfied, to the required standard of proof, that Mr RN failed to follow instructions.

[76] Whilst Ms YY can fairly point to the fact that all of the conditions recorded in Mr TW's advice other than the EQC issue were transposed, unchanged, to the sale and purchase agreement, this is not sufficient in itself, in the absence of other evidence, to establish a conclusive finding that either Mr RN or Mr FN failed to follow instructions.

[77] This is a complaint which would have been more readily able to have been investigated if the complaint had been filed earlier.

[78] The instructions were provided on 29 January 2013.

[79] Ms YY filed her complaint on 4 June 2020.

[80] When Mr RN was provided with an opportunity to respond to Ms YY's complaint in July 2020, some seven and a half years had elapsed since the conveyancing transaction had been completed. By this time, Mr RN was elderly, in ill health, and had retired from practice. To the extent that Mr RN was in a position to respond to the complaint, that response was limited to comment that he was unable to recall details of the specific transaction. But it was his belief that as he had addressed the assignment of EQC claims in many conveyancing transactions between 2011 and 2013, he considered it inherently unlikely that the issue of possible assignment was not discussed with Ms YY when the sale and purchase agreement was signed by her.

[81] An indication by Mr RN of what would have been his customary practice is of little assistance in clarifying with the degree of certainty that is required in a disciplinary inquiry whether Mr RN took steps to discuss the possibility of assigning a particular EQC claim with his client.

[82] Nor is Mr FN able to clarify what occurred. His approach in responding to the complaint has been to shift responsibility to Mr RN, who he argues managed the conveyance through Mr FN's office in the guise of a "self-employed practitioner".

[83] Nor is there any information on the Standards Committee file (which includes much of the documentation relating to the transaction) which assists in throwing light on the question as to whether Mr RN was instructed to prepare a deed of assignment.

[84] Absent from the file is any substantial evidence of Mr RN or Mr FN recording details of any discussions with their client. It appears to be the case that Mr RN had only one meeting with Ms YY.

[85] The only exchanges of correspondence that detail any matters of significance (other than the matters that are commonly addressed in the course of completing a conventional conveyance of a residential property), address the problems that Ms YY was experiencing in endeavouring to arrange insurance cover. What this correspondence indicates is that Ms YY was very concerned that she may miss out on the opportunity to purchase the unit, if the insurance issue could not be resolved. I think it likely the case that as Ms YY owned the majority of the units in the block, she may have considered it to have been commercially advantageous to her to have owned all the units. It is clear that finalising the purchase was a matter of some urgency for Ms YY.

[86] In correspondence to the purchaser's solicitor of 30 January 2013, Mr RN advised that he had "just attended [YY] who as you know wishes to purchase your flat at [address]". Mr RN attached the agreement he had drafted and invited the purchaser to consider the offer together with its terms and, if in order, to return the agreement.

[87] It would have been expected of Mr RN that if, as Ms YY maintains, instructions had been provided to insert a clause in the agreement requiring assignment of the EQC claim, that would have been discussed in her meeting with Mr RN, and that the issue would have been to the forefront of Mr RN's mind following his attendances on Ms YY. It can be reasonably argued that if Ms YY had intended for the agreement to include a clause dealing with the EQC implications, she would have been alive to the issue when Mr RN attended on her to organise for the sale and purchase agreement to be signed,

and would have checked that in the agreement. She had time to do so, as the problems with finalising insurance contributed to some delay.

[88] But a careful examination of the positions argued by both Ms YY and Mr RN reinforces the difficulty, in the absence of other evidence, of reaching a definitive view as to whether Mr FN or Mr RN were provided with instructions of sufficient clarity, such as to expose them to risk of a disciplinary consequence.

[89] I agree with Mr RN's counsel that it was significant that Ms YY directly negotiated the terms of the sale with the vendor. It is argued for Mr RN that it is both difficult to imagine that the prospective vendor and purchaser had not discussed the situation concerning earthquake damage to the property and to discount the possibility that the contract price was reduced because of the pending EQC claim.

[90] But against that, Ms YY points to the evidence of the initial instructions forwarded to Mr FN, which specifically referred to "EQC claim transfers".

[91] I cannot be satisfied on the evidence before me, to the level that would be required to reasonably and fairly reach the threshold necessary to consider imposing a disciplinary sanction, that either Mr FN or Mr RN breached any duties or obligations owed to Ms YY.

[92] I agree with the Standards Committee that the time that has elapsed between the date when the subject matter of the complaint arose and the date when the complaint was made, has inevitably made investigation of the complaint more difficult.

[93] It is a serious matter to make a finding of unsatisfactory conduct against a practitioner. Such a finding can only properly be made when a Committee (or a Review Officer) is satisfied that the evidence provided supports a finding.

[94] I see no grounds which could persuade me to depart from the Committee's decision.

*Anonymised publication*

[95] Pursuant to s 206(4) of the Act, I direct that this decision be published so as to be accessible to the wider profession in a form anonymising the parties and bereft of anything as might lead to their identification.

**Decision**

Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the decision of the Standards Committee is confirmed.

**DATED** this 27<sup>TH</sup> day of September 2021

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**R Maidment**  
**Legal Complaints Review Officer**

In accordance with s 213 of the Lawyers and Conveyancers Act 2006 copies of this decision are to be provided to:

Ms YY as the Applicant  
Mr RN as the Respondent  
Mr JL QC as the Respondent's Representative  
[Area] Standards Committee [X]  
New Zealand Law Society