LEGAL COMPLAINTS REVIEW OFFICER
ĀPIHA AROTAKE AMUAMU Ā-TURE

[2023] NZLCRO 124

Ref: LCRO 053/2023

CONCERNING	an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006
AND	
CONCERNING	a decision of the [Area] Standards Committee [X]
BETWEEN	**PN** Applicant
AND	**QZ** Respondent

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

Introduction

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

Background

[2] Mr QZ is the principal of the QZ Law, a law firm based in suburban [Area] (the Firm).

[3] Mr QZ acted for Mr RB. Mr RB died on 25 September 2021, aged 70.

[4] At the time of his death, Mr RB had been married to Ms PN for about four years.

[5] Mr RB had owned two properties, one at [Address 1] and the other at [Address 2].

[6] In setting out my understanding of the course of relevant events below, I record that the file material provided by the Firm to the Committee has not been easy to follow. The file material is not in date order, most attachments to email correspondence have not been copied to the file and the few file notes are undated, abbreviated and semi-legible.

[7] On the 20 January 2020, Ms SV, a senior associate at the Firm, completed a "client load form" relating to Mr RB with the matter description "Will".

[8] On 22 January 2020, there was a meeting at the offices of the Firm during which Mr RB gave his will instructions to Ms SV. The parties to this complaint have differing recollections as to the course of that meeting and the matters discussed during it, which I will discuss later in this decision.

[9] A brief, one-page, file note taken at the time records, very much in outline, instructions for wills for both Mr RB and Ms PN.

[10] On 23 January 2020, Ms SV sent an email to Mr RB, copying his daughter, Ms NF, advising that she had searched the titles to the two properties and that both properties were held in just Mr RB's name.

[11] She asked whether Mr RB wished to "transfer the properties now so that they are in your name and your wife's name as equal shares tenants in common so that we can then dictate your Will on that basis".

[12] Mr RB replied the same day by email asking for Ms SVs' recommendation.

[13] On 24 January 2020, Ms SV emailed [Bank] advising that the Firm was acting for Mr RB and that he wished to transfer a half share in the [Address 1] property to Ms PN and requesting the bank's consent as mortgagee to such transfer.

[14] On 30 January 2020, [Bank] advised Ms SV that Ms PN would need credit approval as she would become jointly liable for borrowings secured against the [Address 1] property and that this would involve an application and an assessment of her income.

[15] At some point during this period, draft wills were prepared for Mr RB and Ms PN. The first draft wills had an incorrect address for the [Address 2] property.

[16] On 31 January 2020, Mr RB instructed Ms SV that:

> [Bank] are making it too hard for the [Address 1] property. I think we stick with the title on [Address 2]. The other property will be sold if anything happens.

[17] On 3 February 2020, Ms SV emailed Mr RB as follows:

> We have now prepared the documentation such that [Address 2] will be owned 50/50 between you and your wife and we will leave [Address 1] property as is as per your request. On that basis we have drafted your Wills again, for your comments. Please let me know if you are now ready to proceed.

[18] The word "again" appears to indicate that these were the second drafts. There is a draft will for Mr RB on the file in which the property address has been corrected. There is no draft on the file for Ms PN in which the address has been corrected. There is no indication on the file as to whether or when these drafts were sent to either Mr RB and/or Ms PN.

[19] The draft will for Mr RB provided for Ms PN to reside at the [Address 2] property for two years after Mr RB's death, at which time ownership was to be transferred to Mr RB's three children in equal shares.

[20] On 13 February 2020, Ms SV emailed Mr RB again, as follows:

> Can you please advise your instructions. We understood that you wanted to resolve your Will and properties as soon as possible. We await your further instructions.

[21] On 14 February 2020, Mr RB responded "Will try to do ASAP".

[22] On 9 March 2020, Ms SV emailed Mr RB again as follows:

> We understood it was urgent for you to attend to the transfer of [Address 2] to you and your wife equally and to finalise your will. We have not had any further instructions and urge you to resolve this as quickly as possible. Please advise.

[23] On 9 June 2020, Ms SV emailed Mr RB another reminder, stating:

> I had understood that resolving the Will and property ownership was important to you. Please advise if you have any instructions therefore for us to complete this.

[24] On 9 July 2020, Ms SV wrote to Mr RB again by email:

> Following on from the meeting we had, we prepared documentation for you with regard to [Address 2]. This has not yet been signed and the Wills are still in draft form. We understood this was all urgent to take place, however we have had no further instructions from you. We enclose our invoice for work to date and look forward to hearing from you as to whether or not you wish to progress the new structure and amend your Will.

[25] On 30 October 2020, Mr RB sent Ms SV an email, as follows:

> Sorry for not getting back to you sooner – I am still alive!! Would you mind sending me a copy of the Wills etc again. Also did we do a power of attorney for NF? We have the [Address 1] property on the market and it will probably sell shortly so maybe we need to reflect that in the will?

[26] Ms SV responded the same day to the effect that the July invoice remained unpaid and that she would respond to his request regarding the will once it was paid.

[27] On 2 November 2020, Ms SV emailed Mr RB acknowledging payment of the invoice, sending him the draft wills and inviting him to meet.

[28] In mid-November 2020, Mr RB was hospitalised with renal failure.

[29] On 16 November 2020, Ms SV and Mr RB had a discussion following which, on 17 November 2020, Ms SV sent Mr RB a redrafted will. It appears that enduring powers of attorney in favour of Ms NF were prepared at the same time.

[30] Ms PN says that Mr RB signed the will on 24 November 2020. Neither the draft will nor the signed will has been produced in evidence.

[31] Also on 24 November 2020, Mr RB signed Authority and Instruction forms (A and I forms), as transferor and transferee, and an accompanying land transfer tax statement relating to the proposed transfer of a half share in the [Address 2] property to Ms PN as tenants in common.

[32] On 25 November 2020, Ms SV sent Mr RB an invoice for the work in finalising "… the new Powers of Attorney, your Will and the documentation to date in respect of the transfer of [Address 2] Drive to you and PN equally". The email was copied to Ms NF. She explained various procedural steps that would need to be taken and included a comment "… If you do progress, there will be another fee to finalise the transfer of the property".

[33] Mr RB responded the same day by email, as did Ms NF regarding payment of the invoice.

[34] On 26 November 2020, Ms PN signed the transferee A and I form and an accompanying land transfer tax statement.

[35] Ms PN says that the signed A and I form and land transfer tax statement were then delivered to Mr QZ's office. This was on either 27 November, 30 November or 1 December 2020. The exact date is of no significance. She does not refer to delivering the signed will to the Firm.

[36] On 2 December 2020, Ms PN consulted Ms CA of law firm, [Law Firm X].

[37] On 4 December 2020, Mr RB signed another new will. In the will, Mr RB gave Ms PN a life interest in the [Address 2] property. On her death, the property was to pass to Mr RB's three children in equal shares.

[38] On 7 December 2020, Mr RB emailed Ms SV to request a copy of the draft will prepared for Ms PN. Ms SV sent it to him. The draft will she sent does not appear to be on the file (unless it was the same draft as the draft prepared in January 2020).

[39] On 23 December 2020, Ms CA emailed Ms SV regarding various aspects of the proposed disposition of the proceeds of sale of the [Address 1] property.

[40] On 18 January 2021, following settlement of the sale of the [Address 1] property, Ms CA emailed Ms SV recording that the proceeds of sale had been transferred by Mr RB to his personal account and that Ms PN had received none of them. She requested a statement of account relating to the sale. It appears that Ms SV was on leave at the time and had not been involved in the settlement.

[41] On 20 January 2021, Ms SV emailed Mr RB as follows:

> I am now back from annual leave and note that the sale of your home was completed in my absence. I have had another email from PN's lawyer requesting details of the statement. I attach a copy of the latest email for your reference.
>
> I still have on file a draft Will completed for PN that has never been finalised and I also have the documentation yet to be completed to transfer [Address 2] to you both as tenants in common in equal shares.
>
> It was my understanding that the basis of the transfer of the property to you both as tenants in common in equal shares was on the understanding that you would both have mutual Wills leaving a life interest to each other of this property. Can you please contact me to advise your instructions regarding the finalising of this transfer…..

[42] Mr RB replied the following day that "I will find out and get back to you".

[43] There is nothing on the Firm's file provided to the New Zealand Law Society (NZLS) to indicate whether any statement of account was provided to Ms CA.

[44] On 24 January 2021, Ms NF sent an email to Ms SV expressing numerous concerns about the relationship between Mr RB and Ms PN.

[45] At this point, Mr QZ became involved in the ongoing performance of the Firm's instructions from Mr RB. On 17 February 2021, he emailed Mr RB. Of relevance to this complaint, he stated:

> You have completed a new Will whereby you have given your wife a life interest in your home but in the absence of a Relationship Property Agreement she also has of course, other rights under the *Relationship Property Act*.

> We are anxious to ensure that you have everything in order and that you are comfortable with your arrangements.
>
> Accordingly, I invite you to telephone my secretary … for an appointment and I am happy to meet you on a '*no fee*' basis to have a discussion about your overall affairs and to ensure there is nothing further you need and that you are happy with the arrangements.

[46] Mr RB replied the same day acknowledging his understanding of the advice from Mr QZ. On 8 March 2021, he left a telephone message advising that he was away for a month and would make an appointment when he returned.

[47] On 15 March 2021, Mr QZ sent Mr RB an invoice by email. The narration on the invoice includes "… various communications with you and your wife's solicitor…". The email included the comment "I would suggest that the longer these matters are left the more difficult they become so it is better not to leave this for too long because these sorts of matters do become troublesome, particularly with your family involvement".

[48] Mr RB acknowledged the email the following day and advised "I will be onto you the moment I am back. Probably about three weeks".

[49] On 25 June 2021, Mr QZ emailed Mr RB regarding non-payment of the March invoice and indicating that their business relationship would end if it was not paid by 28 June 2021. Mr RB replied same day, apologising for non-payment and requesting an appointment to finalise his affairs.

[50] Mr RB met with Mr QZ on 1 July 2021.

[51] On 13 July 2021, Mr QZ emailed him again about two unpaid invoices, one of which had in fact been paid on 25 June.

[52] On 23 July 2021, Mr QZ emailed Mr RB stating:

> You will recall you saw me on 1 July 2021 and we were going to proceed with a contracting out agreement to secure your mutual positions and also, then follow-up with a new Will.
>
> You were going to provide me a statement of assets and liabilities with an approximate values (sic) to include in the agreement which we cannot proceed with of course, without that information.
>
> In the circumstances it is probably urgent and until it is done you are both vulnerable so, I suggest we crunch it as soon as possible and I am here as and when needed as above.

[53] Mr RB replied the same day thanking Mr QZ for keeping the pressure on him. On 29 July 2021, he emailed Mr QZ with instructions regarding the division of the

proceeds of sale of the [Address 1] property, asset values, specific bequests and the disposition of the [Address 2] property.

[54] In August 2021, a fresh will was drafted for Mr RB. Mr QZ says that the new will was to have been signed on 18 August 2021 [redacted], consequently, the will was not signed on that day.

[55] There is no record on the Firm's file provided to the NZLS of any new will having been drafted or sent to Mr RB by 18 August 2021.

[56] On 25 August 2021, Ms SV emailed Mr RB advising that she had received some instructions from Mr QZ to redraft his will and attaching a new draft. Under the new will draft of 25 August 2021, Ms PN was to be given a possessory interest in the [Address 2] property until her death or the earlier resale of the property. At that point, the proceeds of sale of the property were to be divided as to one part for Ms PN and the other part for Mr RB's three children in equal shares.

[57] On 25 August 2021, Mr RB gave further instructions by email regarding two minor bequests in the will. On 27 August 2021, Ms SV emailed Mr RB to confirm that she had made the two changes and that she would await his further instructions as to finalising the will.

[58] The 27 August draft will had not been signed when Mr RB died a month later.

[59] In late November 2021, Ms PN received the Council rates notice for the [Address 2] property and discovered that the property remained in Mr RB's sole name.

[60] On 22 November 2021, Ms PN sent Mr QZ an email referring to the fact that she and Mr RB had "signed the property right sharing of the apartment last year" and stating "I don't know why still not my name?" (sic). She added that "I need my name on the title deed. Please let me know what should I do?"

[61] On 1 December 2021, Ms PN emailed Mr QZ again relevantly stating:

> Our apartment still only RB's name now, I think that should show my name on the title deed. So I need a copy or email the document that RB and I signed last year. I think it's best for you to do this for me. I can see you and I'll take the translator to your office. If that will be okay for you.

[62] On 9 December 2021, Mr QZ sent Ms PN an email. He did not respond to her request for a copy of the November 2020 documentation relating to the then intended transfer of a half interest in the [Address 2] property to Ms PN. He advised her that his firm was undertaking "an opinion as to the validity of the two wills".

[63] He referred to the desirability of Ms PN obtaining independent advice once she received the opinion. He advised Ms PN was welcome to make an appointment to see him accompanied by a [redacted] lawyer who could act as an interpreter.

[64] On 13 December 2021, Mr QZ provided an opinion to the executors of Mr RB's estate written by his colleague at the Firm, Mr DM, recommending that they seek an order from the High Court under section 14 of the Wills Act declaring the unsigned 27 August 2021 draft will to be a valid will.

[65] Ms PN replied to Mr QZ's 9 December email by email on 14 December 2021. She relevantly stated that:

> RB and me signed the Land Transfer Tax statement of [the [Address 2] property] one year ago. RB told me many times that done and PN has half. Yes, RB signed it on 24/11/2020, I signed it on 26/11/2020, and I took the file back to SV at 9 am 27/11/2020. Then I back to [Area] hospital met RB. Would you be able to send a [copy of these] by my email last time?

[66] Ms PN also sent an email the same day to Ms SV, again asking for a copy of the November 2020 "Land Transfer Tax statement".

[67] Mr QZ replied by email the same day, 14 December 2021. He relevantly stated:

> I am presuming you have now had the opportunity to peruse the report we sent you last week with the opinion concerning the Wills.
>
> To assist you further I now **attach** a copy of the title to [Address 2] which is clearly in RB's name and that was never altered.
>
> However, do not forget that he did sell [Address 1] and I believe, we recall that he gave you half of that money.
>
> We invite you again to obtain independent advice about the overall situation but, we believe and would recommend and believe ethically, morally and legally the correct procedure is to apply to the High Court to have the unsigned Will validated.

[68] Mr QZ proceeded to discuss the possibility of either an application to the High Court to validate the unsigned will or agreement between Ms PN and Mr RB's three children.

[69] There is no record on the Firm's file provided to the NZLS of Mr QZ having sent Ms PN the report or opinion to the executors referred to in his 14 December 2021 email to Ms PN.

[70] Ms PN sent a further email to Mr QZ on 15 December 2021, stating:

> I just got your email from your stuff. (sic) And I know that title of [the [Address 2] property] still only RB's name. RB and me signed for change owners. So I want

> to get RB and me signed that copy. Yes, I emailed you yesterday morning. And I emailed SV too. But, why still nobody send to me?

[71] Mr QZ replied by email the same day, relevantly stating:

> I do not believe you are correct…. I have copied you twice today after your texts. Have you not received?
>
> You really need to arrange a lawyer who can interpret for you, and I suggest you arrange an appointment to call me with him/her to meet to discuss?
>
> You also have relationship property decisions to make and you'll definitely need such person to assist and advise you. I am also now awaiting a response from the children.
>
> You said this morning I thought that your computer played up so my secretary sent again.
>
> Regards QZ
>
> I'd suggest you continue with CA who has a good understanding of your case and bring an interpreter but that's your decision PN.
>
> Please be assured we are trying to help with your language problem you do need assistance as above I suggest.

[72] There is no record on the Firm's file provided to the NZLS of the two communications referred to in Mr QZ's first paragraph.

[73] Mr QZ emailed Ms PN again on 22 December 2021, advising her that the executors and the family members had agreed that the correct thing to do was to apply to the Court to prove the August 2021, unsigned will.

[74] Ms PN's response on 6 January 2022 was as follows:

> I have received your emails, but, now, I want to know why RB and I completed the transfer formalities of [Address 1] apartment in your law firm a year ago, but the title of the apa (sic) has not been changed?

[75] Mr QZ responded the same day stating "I believe you are incorrect", suggesting that Ms PN review the position with Ms CA and stating that she was welcome to make an appointment with any lawyer and/or interpreter.

[76] I have no information as to which of the signed will and the unsigned will was ultimately proved. Neither of them transferred ownership of a half share of the [Address 2] property to Ms PN.

The complaint

[77] Ms PN lodged a complaint with the NZLS' Complaints Service on 10 January 2020. The substance of her complaint was that:

(a) Mr QZ had persistently failed to send her a copy of the document(s) she requested;

(b) Mr QZ had failed to give effect to the transfer of ownership to Mr RB and Ms PN as tenants in common in equal shares.

[78] The outcomes Ms PN sought were that Mr QZ be required to "correct his mistakes", that he be required to compensate her for her loss and that he be punished.

The Standards Committee decision

[79] The Standards Committee considered that the sole issue it had to determine was "whether in providing regulated services to Mr RB, Mr QZ acted in a competent and timely manner, consistent with the terms of the retainer and the duty to take reasonable care, as required by rule 3 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008" (the Rules).

[80] The Committee delivered its decision on 7 March 2023. It determined, pursuant to s 138(2) of the Lawyers and Conveyancers Act 2006 (the Act), that no further action on the complaint was necessary or appropriate.

[81] In reaching that decision the Committee determined, in summary, that:

(a) Mr QZ informed the Committee that Ms SV had primary conduct of Mr RB's file before Mr RB's death;

(b) Mr QZ advised Mr RB only on relationship property matters;

(c) the Land Transfer form for the transfer of the [Address 2] property to Mr RB and Ms PN as tenants in common was prepared by the Firm;

(d) The Firm attended on Mr RB to complete the form;

(e) Ms PN signed the form outside the Firm's office and without any advice from the Firm;

(f) Mr QZ urged Ms PN to take a [language]-speaking lawyer to speak to Ms CA of [Law Firm X], who was Ms PN's former lawyer;

(g) The Firm advised Mr RB to protect his and his children's interests and not to commit to anything (in relation to transfer of ownership);

(h) Ms PN had not been a client of the Firm and was not a client of the Firm at the time the Land Transfer form was signed;

(i) The Committee was advised by both Mr QZ and Ms CA that Ms PN was not legally represented in relation to the proposed transfer of ownership.

[82] The Committee considered that the Firm had no obligation to register the transfer of the [Address 2] property and that Mr QZ was not Ms PN's lawyer and was not required to account to her for the advice he had given his client, Mr RB.

[83] The Committee considered that Mr QZ had eventually responded to Ms PN's initial enquiry of 22 November 2021 by responding to her emails of 14 and 15 December 2021. It was satisfied that Mr QZ's response, in which he invited her to meet with him and urged her to seek independent legal advice and assistance from an interpreter, was appropriate in the circumstances.

[84] Despite resolving to take no further action on the complaint, the Committee expressed its disappointment at Mr QZ's lack of proactive engagement and candour throughout its inquiry. It noted that the core factual aspects of the matter would have been simple for Mr QZ to have clearly explained at the outset.

[85] The Committee admonished Mr QZ for his conduct in that respect falling below the standard expected of a competent, senior practitioner and reminded him of r 10.14 of the Rules, which sets out a lawyer's obligations when dealing with the Law Society.

Application for review

[86] Ms PN filed an application for review on 26 April 2023. In her application, she disputes the Committee's finding that she was not a client of the Firm in relation to the proposed transfer of ownership of the [Address 2] property.

[87] Ms PN cites six reasons why she considers the Committee was incorrect to find that she was not a client of the Firm.

[88] First, she says that she and Mr RB met with Ms SV together on 22 January 2020 at the Firm's offices jointly to instruct her regarding the transfer of ownership. She says Ms NF also attended the meeting.

[89] Secondly, she says that Ms SV explained to her in detail at that meeting some of the rights and obligations she would have after obtaining half ownership.

[90] Thirdly, she says that at the end of that same meeting Ms SV enquired about how she would distribute her assets on death and took instructions for the drafting of a will and that Ms SV duly drafted the will in accordance with Ms PN's instructions.

[91] Fourthly, she says that when Mr RB brought home the Land Transfer documentation, Ms SV had marked in yellow highlighter where she was to insert her IRD number and where the witness needed to sign.

[92] Fifthly, she says that when she delivered Land Transfer documents to Ms SV at the Firm's offices, Ms SV checked the document, found that Ms PN had not filled in her IRD number and asked her to complete it, which she did.

[93] Sixthly, she says that Mr RB rang Ms SV two hours later to check that the documents had been completed correctly and Ms SV confirmed that they had been. She says this occurred on 1 December 2020.

[94] As remedies, Ms PN seeks:

(a) for the change of ownership to be completed;

(b) Mr QZ's work as a lawyer to be "stopped" because of his alleged dishonesty;

(c) compensation for her losses.

[95] Mr QZ was invited to comment on Ms PN's review application. He did so by way of approval of a separate response provided by Ms SV. He also noted that it was Ms SV who had the conduct of the file throughout the relevant period.

[96] Ms SV gave evidence by way of an email to the Legal Complaints Review Officer's (LCRO) office dated 16 May 2023. She stated that:

> All I can reiterate again is that we have never acted for Ms PN.
>
> I do believe I have met her and cannot quite recall when she may have visited the offices.
>
> Our client was only ever RB.
>
> RB had visited the office possibly with Ms PN on one occasion and also with his two children. RB was the only one giving us instructions and the only one we were authorised to take instructions from.
>
> It would have been a conflict of interest for us to take instructions from his wife and his children. She was instructing CA at [Law Firm X]. (sic)
>
> We had numerous discussions with RB on what he wanted to do and he understood his relationship property situation. Notwithstanding any of this, he

> would not give us instructions to progress and proceed with the registration of the property to him and Ms PN as tenants-in-common in equal shares.
>
> I understand he was dealing with another property's proceeds of sale and I am not 100% certain what he did with the funds but, he was looking at looking after Ms PN, I believe, from those proceeds of sale, but QZ believes she received half.
>
> RB instructed us to complete a number of draft Wills as he was looking at possibly giving Ms PN a life-interest in the remaining property in question. However, he then changed his mind to a limited interest as he was concerned about his children receiving the monies from that property during their lifetimes. RB did change his mind a couple of times in that regard however, I can assure you that we only ever acted on RB's instructions and we did try very hard to push him to make a decision on what he wanted to do with the property and his Will. His children also had strong views on the matter.
>
> My understanding from RB was that relationships between his children and Ms PN were not good and there were concerns also for RB's welfare and I believe this whole problem became very very stressful in the last months of RB's life.
>
> All I can reiterate is that at no time did we ever act for Ms PN and as you can appreciate it would have been a conflict if we did so.

Review on the papers

[97] 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. The parties have agreed to this course of action.

[98] After undertaking a preliminary appraisal of the file, I observed that Mr QZ did not appear to have responded to the first aspect of Ms PN's complaint, namely his alleged persistent refusal to provide to her a copy of the documents she requested on several occasions in November and December 2021. I requested further evidence from Mr QZ specifically regarding that matter and afforded him an opportunity to make submissions about his applicable obligations to Ms PN. To that end, I identified for him r 10.1 of the Rules and the Privacy Act 2020. Mr QZ's response is discussed later in this decision.

[99] 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

[100] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:[1]

> … 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.

[101] More recently, the High Court has described a review by this Office in the following way:[2]

> 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.

[102] 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.

Issues

[103] The issues for consideration in this matter as follows:

(a) Was Ms PN ever the Firm's client? If so, when and in relation to what?

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[1] *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [39]–[41].
[2] *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475 at [2].

(b) Who was the Firm's client in relation to the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN?

(c) What is the significance of the completion, execution and delivery to the Firm in November 2020 of the authority and instruction forms (A and I forms) for the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN?

(d) What is the significance, in terms of the proposed transfer of ownership of a half share of the [Address 2] property, of Mr RB's will signed on 4 December 2020?

(e) Did the Firm ever receive instructions to complete the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN?

(f) Did Mr QZ fail to give effect to such instructions?

(g) Did Mr QZ fail to respond appropriately to Ms PN's requests for a copy of the signed A and I forms?

(h) In either case, does such failure warrant a disciplinary response and what should that response be?

(i) Has Ms PN suffered loss for which compensation is properly payable by Mr QZ under the Act?

Analysis

(a) Was Ms PN ever the Firm's client? If so, when and in relation to what?

[104] Ms SV, who was the only person with personal knowledge of the matter, and Mr QZ both say that Ms PN was never a client of the Firm. Ms PN says that she was a client of the firm for the six reasons set out in paragraphs [88] to [93].

[105] Ms SV says that Mr RB was the only person from whom the Firm ever took instructions and the only person from whom it was authorised to take instructions. She does not appear to have any meaningful recollection of the meeting on 22 January 2020.

[106] With due respect to Ms SV and Mr QZ, these assertions defy common sense. Instructions were clearly taken by Ms SV on 22 January 2020 for the drafting of a will for Ms PN.

[107] I accept Ms PN's evidence that she was present at the meeting on that date in the Firm's office, with Mr RB and Ms NF, and that Ms SV took the will instructions. The file note apparently taken at the time (which is undated and does not record those present) records only the names of Ms PN's three residuary beneficiaries and proportions of her residuary estate each of them was to inherit.

[108] I do not consider it tenable for either Ms SV or Mr QZ to suggest that such instructions could have been given by anyone other than the will-maker, Ms PN. This is so regardless of any language impediment there might have been and regardless of whether the Firm recognised Ms PN as being a client in her own right.

[109] Similarly, any advice that Ms SV gave regarding the terms of Ms PN's will must have been given to Ms PN regardless of whether it was also given to Mr RB or in his presence.

[110] Accordingly, I find that Ms PN was a client of the Firm as at late January 2020 in relation to the preparation of a draft will. This does not mean that she was a client of the Firm in any other respect.

(b) Who was the Firm's client in relation to the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN?

[111] With one exception, the firm's contemporaneous file records are entirely consistent with Mr QZ's position and Ms SV's evidence that Mr RB was the Firm's only client in relation to the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN.

[112] All correspondence regarding that matter was, until December 2020, between Ms SV and Mr RB and thereafter was between either Ms SV or Mr QZ and Mr RB. The property belonged to Mr RB. It was for him to transfer ownership of it if he so wished.

[113] Ms PN's assertion that she and Mr RB jointly instructed the Firm, in the person of Ms SV, on 22 January 2020 regarding their joint acquisition of the [Address 2] property from Mr RB does not appear to be consistent with the contemporaneous correspondence. This is so regardless of whether Ms SV explained the implications of property ownership during the 22 January 2020 meeting.

[114] In her evidence, Ms SV does not expressly dispute what Ms PN had to say about the detailed advice given about the implications of joint ownership. By the same token, Ms PN's detailed account would seem to be inconsistent with her apparent limited facility in the English language.

[115] Further, it appears from the correspondence that Ms SV was not aware that Mr RB was the sole owner of both properties until she searched the titles on 23 January 2020 and emailed him accordingly. She requested instructions as to whether the ownership was to be transferred by Mr RB to Mr RB and Ms PN.

[116] Mr RB replied that day asking for her recommendation. This request is possibly inconsistent with there having been any instruction regarding a proposed transfer of ownership the previous day although Mr RB's request may have related to just the order of various planned steps.

[117] There is no written record of whatever recommendation Ms SV gave to Mr RB.

[118] Ms SV's email the following day to [Bank] related only to the [Address 1] property, although this may have been because that was the only property subject to a mortgage. The [Address 2] property was mortgage-free.

[119] In a hearing on the papers, it is not appropriate for me to make any finding of credibility as to the differing accounts of the advice given, or not given, at the meeting on 22 January 2020. Nor is it possible for me to reconcile them.

[120] It is clear, however, that the first instruction regarding a possible transfer of ownership of the [Address 2] property was from Mr RB to Ms SV on 31 January 2020.

[121] There is no evidential basis to support the contention by Mr QZ and Ms SV that Ms PN was independently represented by Ms CA in relation to the proposed transfer of ownership of the [Address 2] property at that time.

[122] There is no evidence before me that Ms PN was legally represented either by Ms CA or by any other lawyer between January and December 2020. There is certainly no evidence of any communications between the Firm and Ms CA during that period.

[123] Nor is there any evidence on the file to suggest that either Ms SV or Mr QZ assumed that Ms PN was getting legal advice regarding possible transactions that were, in any event, indeterminate throughout 2020. No criticism of either Ms SV or Mr QZ is implied by that comment. The Firm had no obligation to ensure that Ms PN received legal advice regarding the proposed transaction should Mr RB eventually have decided to proceed with it.

[124] Ms SV has expressed the view that the Firm would have had a conflict of interest if it had sought to act for Mr RB and Ms PN as transferees in the event that Mr RB as owner and transferor had eventually decided to proceed with the proposed transaction.

[125] The difficulty with Ms SV's position on that issue, which is affirmed by Mr QZ, and the exception to the consistency of the file records, is that both A and I forms (for transferor and transferees) are addressed to [Agency], which is a Land Information New Zealand (LINZ) registration agent controlled by Mr QZ.

[126] It is inconsistent with any expectation on the part of the Firm that Ms PN either was or would be separately represented in relation to a transfer of ownership that both A and I forms were addressed it to its own registration agency.

[127] Once Mr RB appeared to be minded to proceed with the proposed transaction in late November 2020, the manner of execution of the A and I forms is arguably consistent with the Firm acting only for Mr RB. Ms SV witnessed only Mr RB's signatures and met with him to do so.

[128] Ms SV has explained that Mr RB took the forms away with him to obtain Ms PN's signature. Ms PN's signature was then witnessed elsewhere by someone else, who was not a lawyer.

[129] This does not necessarily imply that the Firm would not have acted for the transferees on the transfer given that both A and I forms were addressed to the Firm's registration agent.

[130] The only evidence on the file provided to the Committee of any advisory relationship between Ms PN and Ms CA during the relevant period (January 2020 to December 2021) was solely in December 2020 - January 2021.

[131] Ms PN confirmed by email to the NZLS on 18 August 2022 that she met Ms CA for the first time on 2 December 2020. Ms PN stated that " … CA deals only with the after-sales of another house. And for once she was my lawyer. Later, I didn't entrust her with anything. Until now." The "after-sales of another house" clearly refers to the [Address 1] property, the sale of which settled in January 2021.

[132] With Ms PN's prior consent, the Committee made enquiries directly of Ms CA regarding her professional involvement. According to the Committee minutes, Ms CA advised that:

(a) She did advise Ms PN in relation to the proposed tenancy in common;

(b) She also discussed the proposed tenancy in common with Mr QZ;

(c) She did not have a clear memory whether Ms PN agreed to the proposed tenancy in common;

(d) Ms PN did not subsequently want to pay for further legal advice and Ms CA consequently did not have any further involvement in the matter;

(e) She had no knowledge of Ms PN's execution of the A and I forms (which occurred before she was instructed).

[133] The Committee's minutes make no reference to the timing of these discussions between Ms PN and Ms CA. Given that Ms PN met Ms CA for the first time on 2 December 2020, however, and given that Mr QZ became involved in the Firm's instructions from Mr RB for the first time in January 2021, it seems likely that these discussions occurred in January 2021.

[134] The two emails from Ms CA referred to in paragraphs [39] and [40] comprise the only correspondence from Ms CA to the Firm prior to Mr RB's death. There is no file correspondence in reply from the Firm to Ms CA.

(c) *What is the significance of the completion, execution and delivery to the Firm in November 2020 of the A and I forms for the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN?*

[135] The significance of the completion, execution and delivery of the A and I forms to the Firm between 24 November and either 27 November, 30 November or 1 December 2020 is that the forms evidence an intention at that time to progress a change of ownership of the [Address 2] property.

[136] Giving effect to the proposed transaction required registration at LINZ in the usual way. This did not occur.

[137] The will prepared for Mr RB on 17 November 2020 and, according to Ms PN, signed by him on 24 November 2020 is not in evidence, either in draft or signed form. There is a copy draft will on which the date "24/11/20" has been written on the backing sheet. This will, however, refers to Mr RB's sole ownership of the [Address 1] property and acknowledges that it is nevertheless beneficially owned by Mr RB and Ms PN in equal shares.

[138] The [Address 1] property had been sold 10 months beforehand, so I doubt that the copy draft will ostensibly bearing the date "24/11/20" was the draft will Ms SV emailed to Mr RB on 17 November 2020. It appears to be the draft will prepared in January 2020. Under that will, Mr RB had given Ms PN the use and enjoyment of the [Address 2] property (on the basis that he was its sole owner) for two years from the date of his death, after which ownership was to pass to his three children.

[139] The 17 November 2020 draft will not being in evidence, I have no information as to whether or not it was consistent with an intention to transfer a half share of the [Address 2] property to Ms PN.

[140] At paragraph [17] of its decision, the Committee expressed its view that it was unfortunate that Ms PN had not sought her own independent legal advice at the material time and that a competent independent lawyer would have ensured that her interests were protected. There is no fault on Mr QZ's part if Ms PN did not do so. It appears that she did do so, however, at least initially.

[141] The course of events, the documentation and the reported information given by Ms CA to the NZLS together appear to indicate that:

(a) From 24 November to 4 December 2020, Ms SV was awaiting instructions from Mr RB as transferor to proceed with the change of ownership of the [Address 2] property, as she had been since 31 January 2020;

(b) If Mr RB had given such instructions, the Firm was in a position to complete the necessary e-dealing acting for both Mr RB as transferor and for Mr RB and Ms PN as transferees regardless of any relevant conflict of interest;

(c) Ms PN sought her own advice on 2 December 2020 and that advice, from Ms CA, included advice regarding the proposed change of ownership;

(d) Mr RB as proposed transferor did not instruct the Firm to proceed with the transaction;

(e) On the contrary, he had changed his mind by 4 December 2020 when he executed the new will, as discussed below;

(f) Ms CA's impression was that Ms PN had not made up her mind about the matter either;

(g) Ms PN did not instruct Ms CA to progress the proposed change of ownership and she then terminated Ms CA's retainer.

[142] I am not convinced that Mr RB did sign the 17 November draft will on 24 November 2020. He signed the enduring Powers of Attorney that day and Ms SV witnessed his signature. I surmise that if he had signed a will that day, he would have done it at the same time and the Firm would hold a copy of it.

[143] I note that there is on the file an emailed request from Mr RB's son and executor in May 2022 for a copy of the supposed November 2020 will and of any relevant file notes, and no record of any reply from the Firm to that request.

[144] I acknowledge the possibility that the will signed on 4 December 2020 was in fact the draft will Ms SV prepared on 17 November 2020. If that were the case, given that the signed 4 December 2020 will is contradictory of any intention to transfer half ownership to Ms PN, it would indicate that Mr RB remained in two minds about the matter even on 24 November 2020.

(d) What is the significance, in terms of the proposed transfer of ownership of a half share of the [Address 2] property, of Mr RB's will signed on 4 December 2020?

[145] The significance of the of the will signed by Mr RB on 4 December 2020 is that it is plainly inconsistent with any ongoing intention on his part to transfer ownership of a half share of the [Address 2] property to Ms PN.

[146] Whatever his intentions might have been when he signed the A and I form on 24 November 2020 (and possibly the undisclosed 24 November will, if it was indeed signed), they had changed by 4 December 2020, in relation to both ownership of the [Address 2] property and the terms of Ms PN's right to the use and enjoyment of the property after Mr RB's death.

[147] It can be assumed from the subsequent course of events that Ms PN was not aware of the terms of Mr RB's 4 December 2020 will. That is a matter between them. There is again no fault on Mr QZ's part that Mr RB chose not to disclose his 4 December 2020 will to Ms PN.

[148] I observe that Ms SV did not appear to be alive to the potential relationship property and succession implications of any proposed transfer of ownership of either the [Address 1] property or the [Address 2] property. No written advice regarding such issues was given to Mr RB and there is no file record of any oral advice being given regarding those matters. It was not until Mr QZ became involved in January 2021 that such issues were raised with Mr RB.

[149] There is nothing to indicate that Ms CA ever raised any relationship property issues with Ms PN, other than in relation to the proceeds of sale of the [Address 1] property. This is not surprising if the possibility of entering into a contracting-out agreement had never been raised by Mr RB with Ms PN.

[150] This in turn is not surprising given that relationship property issues were raised for the first time with Mr RB by Mr QZ in late January 2021 and that it was not until July 2021 that Mr RB gave Mr QZ instructions regarding the matter.

(e) Did the Firm ever receive instructions to complete the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN?

[151] It is clear from the course of correspondence detailed above that at no time did the Firm receive instructions from Mr RB to complete the proposed transfer of ownership of a half share of the [Address 2] property to Ms PN.

[152] This is confirmed by the terms of the draft will of 27 August 2021, which retained the life interest mechanism but altered its terms and the subsequent legacy provisions.

[153] It is also clear from Mr QZ's correspondence that he considered it imprudent for Mr RB to change the ownership of the [Address 2] property without first having entered into an agreement with Ms PN regulating their relationship property arrangements. The terms of Mr RB's signed 4 December 2020 will and, to a lesser extent, his unsigned August 2021 draft will were consistent with that advice.

[154] In relation to the Committee's finding referred to in paragraph [81(f)], I clarify that Mr QZ urging to Ms PN to see a lawyer did not relate to Ms PN's signature of the A and I form for the change of ownership, which occurred in November 2020, but to the implications of the late Mr RB's signed and unsigned draft wills, which occurred in December 2021.

(f) Did Mr QZ fail to give effect to such instructions?

[155] As there were no such instructions, the answer to this question is "No".

(g) Did Mr QZ fail to respond appropriately to Ms PN's requests for a copy of the signed A and I forms?

[156] Ms PN made four separate requests for a copy of the documentation signed on 24 and 26 November 2020. Those requests were made on 1 December 2021, 14 December 2021 (twice, although one of those requests was to Ms SV) and 15 December 2021. The emails of 22 November 2021 and 6 January 2022 are requests for an explanation but not for a copy of the documents.

[157] Mr QZ did not appear, from the file records he provided, to have given a copy of the documentation to her on any of those occasions.

[158] By minute dated 4 October 2023, I requested evidence from Mr QZ regarding the matter and/or submissions from him regarding his obligations to Ms PN in that respect, referring specifically to rule 10.1 of the Rules and the Privacy Act 2020.

[159] Rule 10.1 of the Rules applies to dealings between a lawyer and a person who is not the lawyer's client. It provides that "a lawyer must, when acting in a professional capacity, treat all persons with respect and courtesy".

[160] On the basis solely of the email correspondence available on the file provided to the Committee, it appeared to me that Mr QZ had simply ignored Ms PN's requests for a copy of the November 2020 documentation and that this was discourteous of him.

[161] This would not be so if he had been instructed by his client not to respond to the requests but his client, Mr RB, had passed away.

[162] There did not appear to be any potential prejudice to the late Mr RB or his estate from Mr QZ providing Ms PN with a copy of the documentation. Mr RB having passed away, neither A and I form could have been relied upon and both of them were addressed to a registration agent controlled by Mr QZ.

[163] Under the Privacy Act 2020, Ms PN has a right of access to, and to receive a copy of, personal information about her. At least the transferee A and I form, if not both, could be considered personal information relating in part to Ms PN.

[164] In requesting evidence from Mr QZ regarding the matter, I noted that:

(a) Mr QZ stated in an email of 15 December 2021 in response to Ms PN's fourth such request: "I believe you are incorrect. I've copied you twice today after your texts. Have you not received?";

(b) In an email to Ms PN on 14 December 2021, Mr QZ also referred to "the report we sent you last week with the opinion concerning the Wills";

(c) Neither the "report" Mr QZ referred to, nor any covering email or letter to Ms PN attaching it, nor any communications to Ms PN on 15 December 2021 other than the email referred to in paragraph (a), was on the file provided to the NZLS.

[165] Mr QZ responded to my request. He relevantly stated that:

(a) Mr RB's children took the files to a new lawyer and he no longer held them;

(b) "we indicated that we did send the documents on two occasions".

[166] Although Mr QZ "indicated" to both Ms PN on 15 December 2021 and in response to my request that the Firm had sent the documents to Ms PN on two occasions, there was no evidence on his file that this had occurred.

[167] On 9 October 2023, I afforded Mr QZ a further opportunity to produce a copy of the relevant emails, noting that although he had sent the files to another lawyer, I presumed the emails would be available in the Firm's email system.

[168] I also asked Mr QZ to confirm that he had not retained a copy of the files and to advise:

(a) who in the Firm had sent the documents to Ms PN;

(b) the name of the firm, and the name of the responsible person, to whom the Firm's files had been sent;

(c) the date the files had been dispatched.

[169] In relation to the file records, Mr QZ responded that he "did not have access to the information any more" and that the Firm "did not retain the file". Given that all the correspondence that had been disclosed to the Committee was electronic, I consider that element of Mr QZ's response to have been deflective and unsatisfactory for the purposes of this hearing.

[170] Mr QZ then stated that I would need to review the file in its entirety but refused to disclose the name of the firm or the person to whom it had been sent. This was, at best, obtuse and inconsistent with Mr QZ's professional obligation to co-operate with complaints procedures and disciplinary processes.

[171] The conclusions I draw from the available evidence are that:

(a) Mr QZ considered he had no duty to respond to Ms PN's requests for a copy of the November 2020 documentation because she was not his client;

(b) Mr QZ remains oblivious to his professional and regulatory obligations to non-clients, despite my expressly drawing to his attention relevant regulatory provisions;

(c) it is more likely than not that there were no emails from Mr QZ to Ms PN on 15 December 2021 prior to the email quoted at paragraph [71] above;

(d) at no time did Mr QZ send a copy of the requested documents to Ms PN.

[172] My request for evidence from Mr QZ did not extend to any response he might have made to Ms PN's requests in November – December 2021 for advice about the ownership position. Ms PN was not Mr QZ's client. He was not obliged to give Ms PN any information confidential to Mr RB about Mr RB's reasons for the arrangements he had made and it would have been inappropriate for him to do so.

[173] I agree with the Committee's comment at paragraph [18] of its decision that Mr QZ's response in inviting Ms PN to meet with him and urging her to seek independent legal advice and assistance from an interpreter was appropriate in the circumstances. He did so on four occasions in December and January 2021. It is clear from his response to Ms PN's complaint that her unwillingness to seek legal advice was a frustration to him and an impediment to the potential due administration of Mr RB's estate.

[174] Mr QZ took the step of providing on his own initiative a copy of Mr RB's signed will and unsigned draft will to Ms CA and explaining to her the circumstances of the unsigned draft will, in anticipation that Ms PN would seek legal advice from her in accordance with his suggestion, and there was correspondence between Mr QZ and Ms CA between September and November 2021.

[175] He did not do so on the basis of any intimation from either Ms CA or Ms PN that Ms CA was acting for Ms PN in relation to the matter.

[176] Ms PN's emails to the NZLS of 18 and 24 August 2022 confirm that she elected not to take advice from Ms CA and in fact objected to Mr QZ communicating with Ms CA about Mr RB's legal affairs.

(h) In either case, does such failure warrant a disciplinary response and what should that response be?

[177] This question requires to be answered solely in relation to Mr QZ's failure to respond appropriately to Ms PN's requests for a copy of the signed A and I forms and land transfer tax statement. This was discourteous of him and consequently a breach of r 10.1 of the Rules.

[178] In substance, it was also a failure to provide Ms PN with a copy of personal information about her in breach of IPP6 under the Privacy Act 2020.

[179] In either case, Mr QZ's conduct is capable of being unsatisfactory conduct for the purposes of s 12(c) of the Lawyers and Conveyancers Act 2006.

[180] The relevant circumstances are that:

(a) Ms PN was not the Firm's client, in relation to any transfer of ownership of the [Address 2] property;

(b) Although Mr QZ had recommended to Ms PN that she seek legal advice, she had not done so at that point;

(c) The request for a copy of the documents was straightforward;

(d) They were held on the Firm's file;

(e) The documents themselves were redundant, and had been since 4 December 2020;

(f) There was no evident potential prejudice to the late Mr RB's interests in providing a copy of the documents to Ms PN. They could not be acted upon and in any event were addressed to a registration agent controlled by Mr QZ;

(g) Ms PN was unrepresented and apparently had limited proficiency in English;

(h) No reason has been advanced for Mr QZ avoiding responding to the request, other than to repeat that Ms PN was not his client;

(i) There was no good reason for failing to respond and, in particular:

(i) there is no suggestion that Mr QZ was, or could have been, instructed not to provide a copy of the documents to Ms PN;

(ii) Mr QZ's own focus on the will issue may explain his failure to respond but was not a sufficient reason not to do so.

(i) *Has Ms PN suffered loss for which compensation is properly payable by Mr QZ under the Act?*

[181] The answer to this question is "No". The Committee was correct to find that the Firm was not instructed to proceed with a change of ownership of the [Address 2] property and accordingly did not fail to complete that transaction.

[182] There is no conceivable basis for a claim of financial loss arising from Mr QZ's failure to respond to Ms PN's requests for a copy of the November 2020 documentation and there is no evidence of emotional harm to Ms PN from Mr QZ's discourtesy.

Decision

Conduct

[183] In all the circumstances, I consider Mr QZ's conduct in ignoring Ms PN's numerous requests for a copy of the November 2020 documentation to be unsatisfactory conduct in terms of s 12(c) of the Act.

[184] In reaching that view, I have taken into account Mr QZ's insistence that he had no professional obligations to anyone who was not his client and his apparent obliviousness, despite prompting, to his professional obligations to Ms PN in relation to what was, on any analysis, a straightforward and uncontroversial request of no prejudice to his former client.

[185] Although I observe that Mr QZ has been unhelpful and deflective in response to the complaint (as observed by the Committee) and in his response to the review application, I record that this has no bearing on the actual conduct the subject of the complaint.

[186] Mr QZ was doing his best to persuade Ms PN to seek legal advice about what he considered to be of importance, namely the matter of the signed and unsigned wills. He simply failed to recognise that Ms PN's focus, however misguidedly, was on the documents of which she had requested copies. It was not for him to decide what was important for her.

[187] I consider that a finding of unsatisfactory conduct is a sufficient penalty in the circumstances. I see no need to impose a fine or other penalty.

[188] I confirm the Committee's finding that there was no breach by Mr QZ of r 3 of the Rules and its decision to take no further action in respect of that aspect of Ms PN's complaint.

Costs

[189] Where an adverse finding is made, costs will be awarded in accordance with the Costs Orders Guidelines of this Office. I consider that this matter has been relatively straightforward, apart from:

(a) the poor standard of the Firm's file records provided to the NZLS, which has made analysis of them unnecessarily difficult; and

(b) Mr QZ's inaccurate representation of the Firm's services; and

(c) the unhelpful and deflective nature of his responses.

[190] Mr QZ is ordered to pay costs in the sum of $1,000 to the NZLS within 30 days of the date of this decision, pursuant to s 210(1) of the Act.

Enforcement of costs order

[191] Pursuant to s 215 of the Act, I confirm that the order for costs made by me may be enforced in the civil jurisdiction of the District Court.

Anonymised publication

[192] 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 by anyone not already familiar with the background circumstances.

DATED this 26TH day of OCTOBER 2023

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FR Goldsmith
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 PN as the Applicant
Mr QZ as the Respondent
[Area] Standards Committee [X]
New Zealand Law Society