

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12713-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

TAPFUMANEI NYAWANZA

Respondent

Before:

Ms H Hasan (in the chair)

Mr J Abramson

Mr C Childs

Date of Hearing: 25 July 2025

Appearances

There were no appearances as the matter was dealt with on the papers.

JUDGMENT ON AN AGREED OUTCOME

Allegations

The allegations made against Mr Nyawanza by the Solicitors Regulation Authority (“SRA”), detailed in its Rule 12 Statement, were that, while in practice at Axiom DWFm Limited (“DWFm”) and Mezzle Limited (“Mezzle”):

Allegation 1

1. Between May 2020 and June 2022, whilst in practice as a solicitor, as an employee and/or a consultant at DWFm, he inappropriately received any or all of £76,952.00 in payments into his personal bank account for work for clients that he had undertaken on behalf of DWFm. And in doing so, he breached or failed to comply with any or all of Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code”) and Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”).

Allegation 2

2. Between June 2022 and March 2023, whilst in practice as a solicitor, and as a consultant at Mezzle, he undertook work on behalf of clients and either:

- 2.1 either failed to open client files; or

- 2.2 where he did open client files, failed to keep adequate documentation.

And in doing so, he breached or failed to comply with any or all of Paragraph 3.2 of the Code and Principle 2 of the Principles.

3. Mr Nyawanza admitted the allegations including that his conduct with regard to Allegation 1 was dishonest in breach of Principle 4 of the Principles.

Documents

4. The Tribunal had before it the following documents:-

- Rule 12 Statement and Exhibit JTC1
- Respondent's Answer
- Statement of Agreed Fact and Outcome
- Application to amend the Rule 12 Statement

Application to amend the Rule 12 Statement

5. On 24 July 2025, the Applicant applied to amend the terminology in the Rule 12 Statement which referred to ‘outcomes’ of the Code. Outcomes were a feature of the SRA Code of Conduct 2011. The terminology for provisions of the Code was ‘paragraphs’. The application to amend was for technical accuracy only and had no effect on the allegations. The application was not opposed by Mr Nyawanza.
6. The Tribunal granted the application having determined that it was in the interests of justice to do so. There was no prejudice to Mr Nyawanza in ensuring that the correct terminology was used.

Professional Details

7. Mr Nyawanza was admitted as a solicitor in March 2009. He did not hold a current Practising Certificate.

Application for the matter to be resolved by way of Agreed Outcome

8. The parties invited the Tribunal to deal with the Allegations against Mr Nyawanza in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

9. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Nyawanza's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
10. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Mr Nyawanza's admissions were properly made.
11. The Tribunal considered the Guidance Note on Sanction (11th Edition – February 2025). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. Mr Nyawanza had admitted that his conduct in relation to allegation 1 was dishonest. That dishonesty was deliberate, calculated and repeated. The Tribunal considered that given the serious nature of the misconduct, the only appropriate and proportionate sanction in order to protect the public and the reputation of the profession was to strike Mr Nyawanza off the Roll of Solicitors. The Tribunal did not find (and it was not submitted) that there were any exceptional circumstances justifying any lesser sanction.
12. Accordingly, the Tribunal approved the sanction proposed by the parties.

Costs

13. The parties agreed costs in the sum of £25,000. The Tribunal was satisfied that the agreed sum was reasonable and proportionate. Accordingly, the Tribunal ordered that Mr Nyawanza pay costs in the agreed sum.

Statement of Full Order

14. The Tribunal ORDERED that the Respondent, TAPFUMANEI NYAWANZA solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £25,000.00.

Dated this 1st day of August 2025
On behalf of the Tribunal

H. Hasan

H. Hasan
Chair

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

TAPFUMANEI NYAWANZA

Respondent

STATEMENT OF AGREED FACTS AND OUTCOME

Introduction

1. By a statement made by John Tippet-Cooper on behalf of the Solicitors Regulatory Authority Limited (“the SRA”) pursuant to rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 dated 10 December 2024 (“the r 12 statement”), the SRA brought proceedings before the Tribunal alleging professional misconduct against the Respondent, Tapfumanei Nyawanza.
2. The Tribunal made Standard Directions on 17 December 2024 which were varied following a case management hearing on 20 March 2025. A substantive hearing is listed for 19–21 August 2025.
3. As set out below, the Respondent is prepared to make admissions to all the Allegations he faces, including the specified Paragraphs of the Code of Conduct for Solicitors and the SRA Principles.

Allegations

4. The allegations made by the SRA against the Respondent in the r 12 statement were that, while in practice at Axiom DWFM Limited (“DWFM”) and Mezzle Limited (“Mezzle”):
 1. Between May 2020 and June 2022, whilst in practice as a solicitor, as an employee and/or a consultant at DWFM, he inappropriately received any or all of £76,952.00 in payments into his personal bank account for work for clients that he had undertaken on behalf of DWFM.

And in doing so, he breached or failed to comply with any or all of Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code”) and Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”).
 2. Between June 2022 and March 2023, whilst in practice as a solicitor, and as a consultant at Mezzle, he undertook work on behalf of clients and either:
 - 2.1 either failed to open client files; or
 - 2.2 where he did open client files, failed to keep adequate documentation.

And in doing so, he breached or failed to comply with any or all of Paragraph 3.2 of the Code and Principle 2 of the Principles.
5. Allegation 1 was advanced on the basis the Respondent acted dishonestly.
6. The Respondent admits each allegation. He also admits that his conduct in respect of Allegation 1 was dishonest.

Professional details

7. The Respondent was admitted as a solicitor on 2 March 2009. He does not hold a current practising certificate.

Disciplinary history

8. Mr Nyawanza was fined £12,500 by the Tribunal in a judgment dated 12 January 2022 that concerned three allegations (Case No. 12231-2021).

9. The first two allegations concerned an appeal to the Upper Tribunal which was struck out after Mr Nyawanza failed to comply with a direction to file amended grounds of appeal. Mr Nyawanza realised the error more than two years later and in the meantime had drafted several letters stating that the claim was ongoing.
10. The SRA particularised separate allegations in relation to (i) generally, the failure to comply with the directions and advance the case, and (ii) his drafting of inaccurate letters stating the claim was on foot in particular.
11. Mr Nyawanza admitted both allegations and the Tribunal found breaches of Principle 4, 5 and 6 of the SRA Principles 2011 and Outcomes 1.2, 1.5 and 1.6 of the Code of Conduct 2011.
12. The third allegation was that Mr Nyawanza asked a client to pay fees to Mr Nyawanza's landlord, apparently to meet his own rent payments. The Tribunal concluded this allegation was not proven.

Agreed facts

13. Between 2 October 2013 and 31 December 2019, the Respondent was a director at Genesis Law Associates Solicitors Limited ("GLA"). DWFM became the successor practice of GLA, and it was agreed between DWFM and the Respondent that DWFM would pay the runoff cover for GLA's Professional Indemnity Insurance.
14. In January 2020, the Respondent took salaried employment with DWFM. The Respondent agreed to remain at DWFM for three years, and to contribute to the payment of GLA's outstanding runoff cover if he left early.
15. On 1 August 2021, the Respondent ended his employment with DWFM and became a consultant with the firm, entitled to receive from the firm a share of his recovered bills.
16. On 30 June 2022, the Respondent left DWFM.

17. On 23 May 2022, the Respondent joined Mezzle, where he again worked as a consultant. On 6 March 2023, Mezzle terminated their consultancy agreement with the Respondent with three months' notice. The Respondent's engagement ended on 6 June 2023.

Allegation 1: Between May 2020 and June 2022, whilst in practice as a solicitor, as an employee and/or a consultant at DWFM, the Respondent inappropriately received any or all of £76,952.00 in payments into his personal bank account for work for clients he had undertaken on behalf of DWFM

Reports by DWFM

18. On 16 August 2022, 10 September 2022 and 18 October 2022, DWFM made three reports to the SRA regarding the Respondent alleging that he had received clients' payments of fees and disbursements to his personal account, rather than DWFM's, used DWFM's name to conduct outside business dealings, undertook work for clients without opening matters on DWFM's case management software (meaning the Firm could not identify work done or undertake compliance checks).

Forensic investigation

19. The SRA commenced a forensic investigation, which resulted in a Forensic Investigation Report ("FIR") dated 16 March 2023. The Forensic Investigation Officer ("FIO") reported that, in summary:
 - 19.1 Between May 2020 and June 2022, the Respondent received £60,602 in fees into his personal bank account which related to immigration work that he had undertaken under the pretence that the work was being undertaken by DWFM. The work is alleged to have been undertaken without DWFM's knowledge or consent.
 - 19.2 Between 17 February 2022 and 27 June 2022, the Respondent received £16,350 into his personal bank account from Company M in respect of applications for visas for skilled workers. The Respondent used the name of the firm on 37 applications and the results of the visa applications were being sent to the Respondent's professional email account at DWFM.

Arrangements between DWFM and the Respondent

20. As set out above at paragraphs 14 to 16, the Respondent was an employee of DWFM from January 2020, and a consultant to the firm by agreement on 7 September 2021. In neither capacity was the Respondent permitted directly to receive payments of bills from clients. Client fees were properly payable only to DWFM.

Schedule of payments to the Respondent

21. On 25 November 2022, the FIO served the Respondent with a Production Notice under Section 44B of the Solicitors Act 1974, requiring copies of the Respondent's personal bank accounts for the period January 2020 to June 2022, being the period for which the Respondent was engaged with DWFM, first as an employee and then a consultant. The Respondent provided the information required in the Production Notice.
22. Analysis of this information undertaken by the SRA demonstrated that between 21 May 2020 and 29 June 2022, the Respondent received £60,602 in client payments from clients directly into his personal bank account for immigration work. These payments were made across 141 separate transactions from 102 unique payors.

Exemplified client matters

23. Following this analysis, the FIO reviewed individual client matters, as explained in the FIR and summarised below, including client matters involving
 - 23.1 Person SA, an immigration law matter, in which two payments totalling £1,400 were paid directly to the Respondent for work done for Person SA on behalf of DWFM;
 - 23.2 Person CB, an immigration law matter, in which a payment of £1,400 was paid directly to the Respondent for work done for Person CB on behalf of DWFM. Two emails were located by DWFM for this matter, but no corresponding file was found on the firm's case management system;

- 23.3 Person TC, an immigration law matter, in which two payments totalling £510 were paid directly to the Respondent for work done for Person TC on behalf of DWFM. A file was opened at DWFM for this matter, but no transactions were recorded on the client ledger and the Firm could not locate any correspondence or documents in relation to Person TC.
- 23.4 Person PM, an immigration law matter, in which eight payments were made direct to the Respondent between 21 August 2020 to 10 September 2021, totalling £2,150. A file was opened at DWFM for this matter and the client matter ledger recorded a payment of £600 on 8 October 2021 into DWFM's client account and a client to office account transfer of £600 that day. A corresponding invoice for £600 was raised on 6 October 2021
- 23.5 Person SE, an immigration law matter. Person SE explained her interaction in a witness statement dated 19 December 2022 and it is agreed that the facts in this matter are:
- 23.5.1. Person SE was a foreign national and needed to obtain a biometric identity card to meet a request of her employer and in around April or May 2022, Person SE attended DWFM on an unrelated matter but was introduced to the Respondent, who quoted Person SE a fee of £450 to progress Person SE's application for the identity card.
- 23.5.2. Person SE returned to DWFM's offices in early June 2022 with proof of identity and address, which the Respondent photocopied, and Person SE filled out an application for the biometric identity card.
- 23.5.3. the Respondent later sent his bank account details for Person SE via WhatsApp, and on 10 June 2022 she paid him £450; and
- 23.5.4. on 26 July 2022, Person SE returned to DWFM's offices to enquire after her biometric card, and another solicitor at

DWFM assisted her with the application without further charge as the Respondent had by then left the firm.

23.5.5. DWFM located an email dated 25 July 2022 from the Home Office to the Respondent on its systems concerning an application in the name of Person SE.

23.6 Company M, in which the Respondent had made skilled worker visa applications in respect of 37 individuals. DWFM reported that a matter was opened on its file management system in respect of a sponsorship licence application for Company M. A client care letter dated 7 October 2021 stated that DWFM would charge £2,250 to make a sponsorship licence application on their behalf. The client matter ledger then recorded that Company M made payments on account totalling £2,700 on 8 October 2021 and 8 December 2021. After arranging Company M's sponsorship licence, the Respondent began making skilled worker visa applications on behalf of employees of Company M. He agreed with Company M to payment of £500 per skilled worker application and provided his personal bank details for payment of these sums. The Respondent then took payments from Company M into his personal bank account totalling £16,350. This figure was in addition to the £60,602 figure, given above at paragraph 19.1.

Principles

24. It is further agreed that the Respondent's admitted misconduct was in breach of the following Principles and Paragraphs of the Code of Conduct.

Paragraph 1.4 of the Code

25. Paragraph 1.4 of the Code states "*You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or allowing or being complicit in the acts or omissions of others (including your client)*".

26. As set out above at paragraph 20, arrangements between the Respondent and DWFM required client monies be paid only to the firm. The Respondent was never entitled to receive payment of fees directly in respect of work undertaken on behalf of DWFM.
27. By inappropriately receiving payment from clients for work undertaken on behalf of DWFM, the Respondent misled clients and/or DWFM as to the true arrangements. Otherwise, the monies would have been paid to DWFM.

Public Trust – Principle 2 of the Principles

28. Principle 2 of the Principles states “*You must...behave in a way that maintains the trust the public places in you and in the provision of legal services*”.
29. The Guidance states: “*Public trust and confidence in the solicitors and firms we authorise is at the heart of the legal system. Clients often place their confidence in solicitors during times when they are at their most vulnerable; assuming they will protect their interests, money, and assets and personal, often sensitive, information.*”
30. The public and clients engaging a solicitor would not expect a solicitor to present their work to the client and/or third parties as being carried out through an authorised firm, while simultaneously failing to inform the firm about the work and taking fee payments directly without the firm’s knowledge.
31. These were serious breaches, involving significant sums of money which was being paid into the Respondent’s personal bank account.
32. It is agreed the Respondent’s behaviour amounted to a breach of Principle 2 of the Principles.

Honesty – Principle 4 of the Principles

33. Principle 4 of the Principles requires those whom the SRA regulates to act with honesty.

34. The Supreme Court outlined the test for dishonesty in *Ivey v Genting Casinos (UK) Ltd t/a Crockfords* [2017] UKSC 67, where the Court held that:

When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to fact is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.

35. The Respondent received payments of fees from client in circumstances where:

35.1 he knew his arrangement with DWFm meant those fees were properly payable only to the firm;

35.2 he knew his actions allowed him to enjoy a financial advantage, because he was able to retain the entire client fee rather than the share owing to him as part of the bonus or fee-share arrangement in force at the time; and

35.3 he was in fact motivated by the ability to take financial advantage.

36. It is agreed the Respondent's behaviour in relation to allegation 1 was dishonest and amounted to a breach of Principle 4 of the Principles.

Integrity – Principle 5 of the SRA Principles

37. Principle 5 of the SRA Principles requires those the SRA regulates to act with integrity.

38. In the combined appeal for *Wingate and Anor v SRA; SRA v Malins* [2018] EWCA Civ 366, Lord Justice Jackson stated that integrity:

"... is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... The underlying rationale is that the

professions have a privileged and trusted role in our society. In return, they are required to live up to their own professional standards ...”

“... connotes adherence to the ethical standards of one’s own profession. That involves more than mere honesty. To take one example, a solicitor conducting negotiations or a barrister making submissions to a judge or arbitrator will take particular care not to mislead. Such a professional person is expected to be even more scrupulous about accuracy than a member of the general public in daily discourse.”

39. Acting with integrity required the Respondent to abide by agreements regarding the Respondent’s remuneration and to take particular care to ensure that the firm was not misled about what work was being undertaken in the name of the firm, what fees were recoverable by the firm from its clients and what bonus or fee was payable to the Respondent.
40. Acting with integrity required the Respondent not to receive payments of client fees that were only properly payable to DWFM.
41. The Respondent’s actions in receiving payments of client fees to his personal account, and misleading or allowing the firm to be misled regarding the work being undertaken and fees charged, amounted to a lack of integrity in breach of Principle 5.

Allegation 2: Between June 2022 and March 2023, whilst in practice as a solicitor, and as a consultant at Mezzle, undertook work on behalf of clients and either failed to open client files or, where he did open client files, failed to keep adequate documentation

Report from Mezzle

42. On 19 March 2023, the SRA received a report from Mezzle that alleged that:
 - 42.1 The Respondent had been working on client matters without opening client files. This had caused the firm to receive correspondence for the Respondent which could be not be allocated to a matter open on the firm’s case management system, and to receive client funds which could not linked to a matter open on the case management system.

42.2 The Respondent failed to issue clients with client care letters (CCLs).

Allegation 2.1 – Failed to open files

43. On 6 March 2023, Mezzle’s director Raj Sumal met with the Respondent after growing concerned about correspondence being received which did not relate to an open client matter and the possibility that the Respondent was undertaking significant work for clients prior to opening files on the case management system.
44. In this meeting, the Respondent stated that he was continuing to work on several matters that he had started whilst he was at DWFM. He stated that the files were not “*Mezzle matters*” but he needed to provide an address to receive court communications. He would only open matters on Mezzle’s case management system if there were further matters that needed to be progressed, for example an appeal.
45. During the meeting, Mr Sumal told the Respondent that Mezzle’s agreement with the Respondent would be terminated. Mr Sumal asked the Respondent to bring his matters with Mezzle up-to-date and fully compliant.
46. Between 14 and 16 March 2023, there were email exchanges between the Respondent and Mezzle’s Compliance Officer in order to regularise and update the Respondent’s files. In response to a request to identify any matters where he had carried out work using Mezzle’s details without opening a file on the case management system, the Respondent identified two matters where he had been instructed within the preceding two months but had not yet opened a file. In response to a request to identify any matters ongoing from his time at DWFM, the Respondent identified eight matters, of which two had files opened on Mezzle’s file management system.
47. Following further questions from Mezzle’s Compliance Officer, the Respondent stated on 15 March 2023 that in respect of four files, he had completed work in the name of Mezzle without opening a file on the case

management system. He attached correspondence for two files as examples of the work that had been done:

47.1 On 11 October 2022 the Respondent emailed ecorrespondence @justice.gov.uk regarding an appeal brought on behalf of Person MOM. The Respondent copied the Home Office and adopted an email signature describing himself as a Partner of Mezzle. In his email, he explained that he had left DWFM and joined Mezzle since filing the appeal, and that “*we represent the above-named*”.

47.2 On 29 July 2022 the Respondent emailed goldfaxbirminghamia @justice.gov.uk regarding a proceeding in the name of Person MM. The Respondent copied the Home Office and adopted an email signature describing himself as a Partner of Mezzle. In his email, he explained that he had left DWFM and joined Mezzle since filing the appeal, and that “*I represent the above-named*”.

48. On 16 March 2023 Mezzle’s Compliance Officer asked whether files were open on the firm’s file management system for Person MOM, Person MM or two other matters that the Respondent stated he had conducted work on. The Respondent replied the same day confirming that a matter had not been opened for any of the files.

49. Person FV and Company H provide more detailed examples of the Respondent conducting work without opening a client file.

Exemplified matter 7 – Person FV

50. On 6 March 2023, Person FV, a client of the Respondent, complained to Mezzle about the service being provided by the Respondent. Person FV complained that she had received little contact, the Respondent had not assisted following an unexplained difficulty with “biometrics”, and no contract had been provided to her.

51. Mezzle referred the complaint to the Respondent for his response.

52. The Respondent explained that he had done work on the matter for several months, including meeting with the client on 17 September 2022, drafting an immigration application for the client, sending it to the client

for review, finalising the application, and uploading it to an online portal. The Respondent explained he had agreed with Person FV that his fee of £1,200 could be reduced following an apparent misunderstanding concerning a biometrics appointment.

53. The Respondent had not set up any file on Mezzle’s case management system and no letter of engagement was provided to Person FV. No fees had been taken.

Exemplified matter 8 – Company H

54. The SRA obtained a full copy of Mezzle’s client file in respect of Company H as set out below at paragraph 60.

55. The Respondent was instructed after Company H’s immigration sponsor licence was suspended by the Home Office on 17 November 2022. The Respondent was working substantively on the file by late November 2022, as shown by limited documentation saved to the file:

55.1 The Respondent identifies himself as the instructed solicitors in a draft letter to the Home Office dated 29 November 2022.

55.2 In an email to the Respondent dated 28 November 2022, the client thanks him *“for attending the 2 meetings you attended on Saturday. It calmed the storm a bit”*.

55.3 Numerous emails are saved to the file indicating the client was sending the Respondent correspondence in November and December 2022.

56. The Respondent sent further correspondence identifying himself as Company H’s solicitor on 23 January 2023. An email from the client to the Respondent dated 16 January 2023 attaches proof of payment for £150 to Halcyon Chambers for an “urgent injunction deposit”.

57. The Respondent requested Mezzle’s compliance team open a file on 18 January 2023. Compliance checks concluded and the file was opened on 17 March 2023. A delay appears to have been caused by

the need to supply proof of address for the client. An invoice was raised on 22 March 2023 and a client care letter was issued the same day.

58. The records on this file are incomplete and numerous emails from the Respondent to Company H appear not to have been saved. Nonetheless, it appears that the Respondent conducted work for more than two months before attempting to open a file.

Allegation 2.2 – Failed to keep adequate documentation

59. Mezzle conducted an internal audit and compiled a spreadsheet in respect of the files opened by the Respondent. The spreadsheet identified 42 matters handled by the Respondent. Of these:

59.1 On 10 matters, funds had been received before the matters had been opened.

59.2 14 matters had been concluded.

59.3 On 12 matters, invoices had been issued.

59.4 On 4 matters, no client care letters had been issued and no documents were on file.

60. The files held by Mezzle were incomplete, as set out in the below table:

#	Client	Issues identified
1	Company E	The file contained compliance and AML from June and July 2022 relating to the file opening. A client care letter dated 8 July 2022 recorded Mezzle’s instruction “in connection with a Sponsor License application”. An invoice was raised on 9 September 2022. There were no documents on the file to show the work carried out by the Respondent.
2	Company C	The file contained compliance and AML paperwork from September 2022 relating to the file opening and correspondence in September 2022. The file contained an invoice for £1,000 dated 30 September 2022 and a client care letter dated 1 February 2023 recording Mezzle’s instruction “in connection with a Sponsor License application” and quoting a fee of £2,000. A client care letter was sent four months after work began and an invoice was raised.

#	Client	Issues identified
3	Person MJ	<p>The file contained compliance and AML paperwork from September 2022 relating to the file opening and correspondence from November 2022 to January 2023.</p> <p>The file contained two invoices dated 3 October 2022, for £150 and £180, and 9 February 2023, for £1,200. A client care letter dated 8 February 2023 recorded Mezzle’s instruction “in connection with regularising your stay in the UK” and quoted a fixed fee of £1,200.</p> <p>A client care letter was sent four to five months after work began and four months after an invoice was issued.</p>
4	Company CH	<p>The file contains compliance and AML paperwork from September 2022 relating to the file opening. A client care letter dated 24 November 2022 records Mezzle’s instruction “in connection with a Sponsor Licence application”.</p> <p>There are very few documents on the file, and no evidence of the work carried out. The Respondent requested payment of £420 in fees on 29 September 2022, almost two months before a corresponding invoice was raised on 30 November 2022 and a client care letter was issued on 24 November 2022.</p>
5	Person SS	<p>The file contains paperwork from September and October 2022 relating to the file opening and correspondence showing progress of an appeal to the First-Tier Tribunal. A client care letter dated 5 March 2023 records Mezzle’s instruction to act in an asylum appeal.</p> <p>A client care letter was sent at least five months after work began.</p>
6	Company S	<p>The file contains compliance and AML paperwork from October 2022 relating to the file opening. A client care letter dated 24 November 2022 records Mezzle’s instruction “in connection with a Sponsor License application”. Two invoices were raised – one on 30 November 2022 for £1,500 and 4 April 2023 for £1,260.</p> <p>There are no documents on this file to show the work carried out by the Respondent.</p>
7	Company P	<p>The file contains compliance and AML paperwork from November 2022 relating to the file opening. A client care letter dated 18 April 2023 records Mezzle’s instruction “in connection with a Sponsor License mock audit” which took place on 8 December 2022 for a fee of £990. An invoice was raised on 21 April 2023 for £1,200.</p> <p>There are no other documents on this file to show the work carried out by the Respondent including, notably, no copy of the mock report. A client care letter was sent more than four months after work began.</p>

#	Client	Issues identified
8	Person MB	<p>The file contains compliance and AML paperwork from November 2022 relating to the file opening. The only records of work done on the file are automated emails from the Home Office dated 21 and 23 December 2022 confirming the delivery of a biometric card. A client care letter dated 1 February 2023 records Mezzle’s instruction “with respect to an application to regularise [Person MB’s] stay in the UK” quoting a fixed fee of £1,200 with no VAT as the client was an overstayer. An invoice was raised on 3 February 2023 for £1,000 plus £200 VAT.</p> <p>There are few to no documents on the file to show the work carried out by the Respondent in respect of the fees charged. A client care letter was sent approximately two months after it appears work began.</p>
9	Company Q	<p>The Respondent requested a file be opened on 29 November 2022. The file contains subsequent compliance and AML paperwork, as well as what appears to be substantive work for the client on 29 November 2022 and 14 December 2022. Mezzle’s client file was opened on 16 December 2022 following the completion of conflict and compliance checks. The file contains an invoice dated 2 October 2022, but this is likely a typographical error as it was sent to the client on 2 January 2023. It appears a further invoice was sent to the client on 31 January 2023, as the client responded the same day stating that payment had already been made, and then wrote a lengthy email expressing their displeasure. A client care letter dated 9 February 2023 records Mezzle’s instruction “in connection with a Sponsor Licence application”.</p> <p>A client care letter was sent approximately two months after it appears work began.</p>
10	Company D	<p>An email to the client dated 29 December 2022 encloses a copy of a “mock audit” report following a visit to the client’s premises on 4 December 2022.</p> <p>The file contains an invoice dated 2 October 2022, but this is likely a typographical error as it was sent to the client on 2 January 2023. Funds were received in the firm’s client account on 11 January 2023. Compliance processes concluded and the file was opened on 17 March 2023. A client care letter dated 22 March 2023 records Mezzle’s instruction “in connection with a Sponsor License mock audit” which took place on 8 December 2022.</p> <p>A client care letter was sent approximately three months after it appears work began, and an invoice were raised and sent to the client approximately three months before the file opening process was complete.</p>

#	Client	Issues identified
11	Company G	<p>It appears that the Respondent requested a file be opened on or around 19 December 2022. An email to the client dated 29 December 2022 encloses a copy of a “mock audit” report following a visit to the client’s premises on 4 December 2022. The file contains an invoice dated 2 October 2022, but this is likely a typographical error as it was sent to the client on 2 January 2023. Compliance processes concluded and the file was opened on 4 January 2023. Further invoices were raised on 30 January 2023, 3 February 2023 and 9 February 2023. A client care letter dated 8 February 2023 records Mezzle’s instruction “in connection with a Sponsor License mock audit” which took place on 8 December 2022.</p> <p>A client care letter was sent approximately two months after it appears work began, and an invoice was raised and sent to the client before the file opening process was complete.</p>
12	Company H	<p>The relevant facts are set out above at paragraphs 54 to 58 in relation to the allegation that the Respondent conducted work without opening a client file.</p> <p>A client care letter was sent more than three months after it appears work began, and it is very difficult to determine what work was done due to important documents being absent from the file.</p>

Principles

Paragraph 3.2

61. Paragraph 3.2 of the Code states: *“You ensure that the service you provide to clients is competent and delivered in a timely manner.”*
62. Providing competence service to clients required the Respondent to, among other matters:
 - 62.1 open client files before conducting work (or at least very shortly thereafter);
 - 62.2 send clients a client care letter in a timely fashion, and in any event before raising an invoice, to ensure the client was aware of the terms under which the services were to be provided; and
 - 62.3 maintain sufficient documentation on the files to demonstrate what work had been done.
63. The Respondent repeatedly failed to meet this standard across a significant number of files. In several cases, the failures on the part of the Respondent were serious, such as conducting substantive work for months without attempting to open a file (see Company H above); failing

to save any documents to the file reflecting the work that he had completed (see Company S above); or sending invoicing fees before the firm's compliance processes had concluded (see Company D above).

64. Individually or cumulatively, these failures amounted to a breach of Paragraph 3.2.

Principle 2 – Public Trust

65. The public and clients engaging a solicitor would expect that solicitor to open a file, send a client care letter and maintain sufficient documentation on the file. As set out above, the failure to comply with Paragraph 3.2 was widespread and serious. It is agreed that the Respondent breached Principle 2 of the Principles.

Mitigation

66. Mr Nyawanza admitted to breaches of the rules at an early stage. He made full admissions during an interview with the SRA on 27 February 2023 and filed an Answer in this proceeding making full admissions.

Mitigation advanced by Respondent (not agreed)

67. The Respondent advances the following points by way of mitigation but their inclusion in this document does not amount to acceptance or endorsement of such points by the SRA:

67.1 DWFM were not paying the Respondent's commissions on time as per agreement. This accumulated to 3 months at one point and created financial pressure on the Respondent as the main breadwinner.

67.2 The Respondent mostly completed the work clients instructed him to do.

Proposed sanction

68. The parties invite the Tribunal to determine an appropriate sanction is to strike the Respondent from the Roll of Solicitors.

69. The Solicitors Disciplinary Tribunal's "*Guidance Note on Sanction*" (10th edition, June 2022), at paragraph 51, states that:

Some of the most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin)).

70. In *Sharma*, Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:¹

- (a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty ...
- (b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...
- (c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others ...

71. The Respondent's dishonesty in respect of Allegation 1 was deliberate and prolonged. He received payments from clients in 141 separate transactions from 102 unique payors over the course of two years. He did so in order to gain a personal financial advantage. Furthermore, he did so as a moderately senior practitioner, having been on the Roll for 11 years at the time of the first of these Allegations.

72. The Respondent's actions also caused or risked harm to the firms concerned, the clients and the reputation of the profession:

72.1 By his conduct in respect of Allegation 1, the Respondent withheld from DWFM a share of client fees payable to the firm.

72.2 By his conduct in respect of Allegations 1 and 2, the Respondent generated uncertainty as to what work had been completed in the name of the firms and clients concerned. For instance, when Person SE approached DWFM about the status of her biometric

¹ *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin) at [13].

identity card application, the firm was unable to establish the position, and simply re-applied on her behalf without charge to her.

72.3 The public are entitled to expect that solicitors who present their work to the client and/or third parties as being carried out through an authorised firm will not conceal the work from the firm or take fee payments directly without the firm's knowledge.


73. In addition, the Respondent has previous disciplinary history before the Tribunal, as set out above at paragraphs 8 to 12.

74. This case plainly does not fall within the small residual category where striking off would be a disproportionate sentence. Accordingly, the fair and proportionate penalty in this case is for the Respondent to be struck off the Roll of Solicitors.

Costs

75. Subject to the approval of this Agreed Outcome, it is agreed that the Respondent will contribute £25,000 to the SRA's costs of the Application and Inquiry, including VAT.

Signed


T Nyawanza

Date

23/07/25

Signed



Date
