SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12771-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

MAAME ADJOA DOKU DJAN-KROFA Respondent

Before:

Ms A Kellett (in the chair)
Ms G Palmiero
Mr A Lyon

Date of Hearing: 19 – 20 March 2026

Appearances

Jeremey Scott-Joynt of Outer Temple Chambers, The Outer Chambers, 222 Strand, London WC2R 1BA, for the Applicant.

The Respondent appeared and represented herself.

JUDGMENT

Allegations

1. The allegations against the Respondent, Maame Adjoa Doku Djan-Krofa ("the Respondent"), made by the SRA were that, while in practice as a Solicitor at Pishon Gold ("the Firm"):

1.1 Whilst acting for the Seller in a conveyancing transaction relating to Property A, the Respondent failed to perform the undertaking given to Kreston Law Limited on 28 September 2022 to discharge or redeem the mortgages and charges secured against Property A on or before completion. And in doing so she thereby breached Paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code") and Principles 2 and 5 of the SRA Principles ("the Principles").

Admitted

1.2 Between September 2022 and 24 January 2024, the Respondent provided inaccurate information in relation to the sale of Property A that she knew or ought to have known was inaccurate and/or misleading in that:

1.2.1 In an email dated 30 September 2022, the Respondent informed Client A that she had arranged for the equitable charge held by Bank of Scotland to be removed when she knew or ought to have known that this was not true.

Not proved

1.2.2 On 21 April 2023, the Respondent informed Kreston Law Limited that she would be chasing the lenders for confirmation of discharge, when she knew or ought to have known that she had not yet made any payments in connection with the outstanding charges to enable them to be removed.

Part Proved

1.2.3 On 24 January 2024, the Respondent informed the SRA that all charges had been paid when she knew or ought to have known that this was not true.

Not proved

And in doing so breached Paragraph 1.4 and 4.2 of the Code, Principles 2, 4, 5 and 7 of the SRA Principles.

1.3 Between July 2023 to May 2025, the Respondent failed to fully cooperate with the SRA's investigation into her conduct by failing to respond to requests for information and documents. And in doing so she breached paragraph 7.3 and 7.4 of the Code.

Admitted

Executive Summary

2. The allegations against Mrs Djan-Krofa related to her instructions from Client A in a conveyancing transaction involving Property A, following the death of Person B and the administration of her estate. It was alleged that she failed to redeem three charges on Property A which were not discharged for several months after completion of the sale of Property A. It was alleged that Mrs Djan-Krofa breached an undertaking to the lawyers representing the purchaser of Property A; that she provided inaccurate information in relation to the sale; and that she failed to cooperate with the SRA's investigation into her conduct.

3. The Rule 12 Statement was dated 14 May 2025. Part One Standard Directions were issued by the Tribunal dated 20 May 2025. Part Two Standard Directions were issued by the Tribunal dated 2 October 2025. Mrs Djan-Krofa filed and served the Respondent's Answer dated 18 August 2025. In the Answer Mrs Djan-Krofa admitted Allegation 1.1 and Allegation 1.3. She denied Allegation 1.2 in its entirety.

4. The Tribunal found that Allegations 1.1 and 1.3 were properly admitted by Mrs Djan-Krofa. The Tribunal found on the balance of probabilities that the SRA did not prove Allegations 1.2.1 and 1.2.3. It found that the SRA proved Allegation 1.2.2 to the requisite standard and that Mrs Djan-Krofa breached Principles 2 and 5 of the Principles and Paragraph 1.4 of The Code.

Sanction

5. Suspended Suspension: 12 months suspension, suspended for 24 months, subject to payment of a fine of £20,000.00 and the Restriction Order that Mrs Djan-Krofa could not operate the Firm without employing an individual unrelated to her in the position of Finance Director, details of which should be provided to the SRA by 4pm on the 27 March 2026. The Tribunal's reasons can be found [here]

Documents

6. The Tribunal considered all of the documents in the case which included (but was not limited to):

- Rule 12 Statement dated 14 May 2025 [here]
- Respondent's Answer dated 18 August 2025 [here]
- Applicant's Updated Statement of Costs for Substantive Hearing dated 12 March 2026
- Respondent's Statement of Means dated 20 March 2026
- Applicant's Opening Note dated 12 March 2026

Preliminary Matters

7. Order to Anonymise Witnesses

7.1 The Tribunal reminded the parties that the SRA's successful application to anonymise witnesses of 2 October 2025 remained in place. Accordingly, the people and property

identified at Appendix 2 of the Rule 12 Statement could only be referred to as Client A, Property A and Person B.

8. Mrs Djan-Krofa's Application for Adjournment

8.1 Mrs Djan-Krofa referred to her application to adjourn the substantive hearing of 17 March 2026 pursuant to Rule 23 of the Solicitors (Disciplinary Proceedings) Rules 2019 ("SDPR 2019") which provided that:

> "*23(1) An application for an adjournment of the hearing of an application must be supported by documentary evidence of the need for the adjournment".*

8.2 Mrs Djan-Krofa submitted that she was unrepresented and medically unfit to participate fully in the substantive hearing due to a diagnosis of Acute Stress Disorder ("ASD").

8.3 The Tribunal determined on 18 March 2026 that the substantive hearing would proceed. It carefully considered the SDT Guidance Note on Adjournments and the SDT Guidance Note on Health Issues. The Tribunal determined that Mrs Djan-Krofa did not file the required medical evidence that would justify adjourning the substantive hearing in accordance with the SDT Guidance Note on Health Issues.

8.4 In these circumstances, the Tribunal determined that it was just to proceed with the substantive hearing and that reasonable adjustments would be made to accommodate Mrs Djan-Krofa's medical needs.

9. Mrs Djan-Krofa's Application for Anonymity

9.1 Mrs Djan-Krofa argued for anonymity due to ongoing health deterioration directly linked to the diagnosis of ASD and the case.

9.2 She described the difficulties she experienced with the three outstanding equitable charges as a one-off event during extraordinary circumstances asserting that she was "*human*" and made mistakes and that her errors were not "*deliberate*" or "*dishonest*". She insisted that client money was never at risk. She was under immense pressure at the time of the alleged misconduct, particularly following the death of a senior colleague and the loss of colleagues from the Firm. Her health was severely impacted. She sought anonymity to protect the risk of further health deterioration.

The SRA's position

9.3 Mr Scott-Joynt opposed the application for anonymity on the grounds that Mrs Djan Krofa was identified in the Cause List for the case which was published on the Tribunal's website and her identity was already in the public domain. He further submitted that there was a strong public interest in identifying disciplinary respondents and the need for transparency to ensure public protection and professional confidence.

The Tribunal's Decision

9.4 The Tribunal listened carefully to the submissions and ultimately refused the application for anonymity.

9.5 The Tribunal was required to accord substantial weight to open justice. The public had a strong interest in knowing the identity of solicitors subject to disciplinary proceedings, understanding how the profession regulated itself, and protecting itself from professional misconduct. This public interest was particularly strong given the serious nature of the proven allegations, the sanction imposed, and Mrs Djan-Krofa's role serving clients dealing with probate matters.

9.6 The Tribunal noted that it was required to distinguish between the ordinary stress and embarrassment associated with disciplinary proceedings, which would not justify anonymity and the exceptional circumstances necessary to depart from the principle of open justice. While the Tribunal accepted that Mrs Djan-Krofa was suffering from genuine health difficulties, it also noted that she had attended the substantive hearing and represented herself.

9.7 Whilst the Tribunal sympathised with potential impacts on Mrs Djan-Krofa's family and practice, mere embarrassment or financial consequences to family members were insufficient to justify anonymity.

9.8 The Tribunal directed that the judgment should be published with Mrs Djan-Krofa's name included.

Factual Background

10. Mrs Djan-Krofa was admitted to the Roll in March 2006. She was the sole Director, Partner, and Owner of the Firm. The Firm had one office and specialised in Residential Conveyancing, Wills, Trusts and Probate and Estate administration. She remained a practising solicitor at the Firm and possessed a practising certificate free from conditions.

11. The conduct in this matter came to the attention of the SRA on 19 May 2023 when a report was received from Kreston Law Limited ("Kreston Law") who acted for the purchaser of Property A. Mrs Djan-Krofa acted for the seller, Client A, in the conveyancing transaction in September 2022. In May 2022, the Land Registry Charges Register ("the Charges Register") recorded that there were 14 charges or mortgages registered against Property A.

12. On 15 May 2024, the SRA received a second complaint about Mrs Djan-Krofa's conduct from Client A. The complaint related to Mrs Djan-Krofa's handling of the conveyancing transaction of Property A.

13. On 13 June 2022, Kreston Law wrote to Mrs Djan-Krofa enclosing various documents relating to the sale of Property A. At paragraph 9 of its letter, Kreston Law set out the charges against the property and requested that Mrs Djan-Krofa confirm that these would be discharged at completion. The Completion Date for the sale of Property A was 28 September 2022. Between 26 and 27 September 2022, Kreston Law sent emails to Mrs Djan-Krofa requesting that she send them the TA13 Completion Information and Undertakings Form ("the TA13"). On 28 September 2022, Mrs Djan Krofa sent the Firm's Replies to Completion Information and Requisitions on Title ("the Replies") to Kreston Law in response to the TA13.

Section 5.1 of the TA13 stated:

> "*Please list the mortgages or charges secured on the property which you undertake to redeem or discharge to the extent that they relation to the property on or before completion (this includes repayment of any discount under the Housing Acts)*"

Section 5.2 of the TA13 stated:

> "*Do you undertake to redeem or discharge the mortgages and charges listed in reply to 5.1 on completion and to send to us Form DS1, DS3, the receipted charge(s) or confirmation that notice of release or discharge in electronic form has been given to HM Land Registry as and when you receive them?*"

14. The Replies listed three outstanding equitable charges on Property A indicating that each of the charges had an underlying debt unpaid ("the Charges"). The first charge was in favour of The Royal Bank of Scotland ("the RBS Charge") and was numbered 2 on the Replies. The second charge was in favour of Hillesden Securities Ltd ("the Hillesden Securities Charge") and was numbered 3 on the Replies. The third charge was in favour of Bank of Scotland Plc ("the BOS Charge") and was numbered 7 on the Replies. In the Replies Mrs Djan-Krofa undertook to redeem or discharge all of charges and mortgages she listed in response to Section 5.1 of the TA13 on completion of the sale of Property A.

Chronology: RBS Charge

01.09.2022	Respondent wrote to RBS informing it of the death of Person B. Requested current balance to discharge the RBS Charge.
02.11.2022	Letter received by Firm from Dryden's Fairfax Solicitors ("Dryden's") confirming it acted for RBS and **£22,717.69** was required to redeem the account.
20.07.2023	Letter received by Firm from Dryden's chasing for a response because the RBS Charge remained on the title following the property sale. Update within 14 days requested by Dryden's.
17.08.2023	Respondent sent cheque to Dryden's for **£22,717.69** and requested confirmation of the discharge of the RBS Charge.
01.02.2024	Respondent wrote to Dryden's stating the RBS Charge remained on the title and requested that it be removed urgently. Requested confirmation of discharge as the matter was referred to the SRA.
26.02.2024	Kreston Law informed the SRA that one of the charges (RBS Charge) had been removed from the Charges Register. The Charges Register only showed the Hillesden Securities Charge and the BOS Charge.

Chronology: Hillesden Securities Charge

29.08.2019	Mortimer Clarke Solicitors ("Mortimer Clarke") wrote to Person B and confirmed that Mortimer Clarke acted on behalf of MEIII Limited ("MEIII") which had purchased the debt from Hillesden

	Securities. MEIII were the legal and beneficial owners of the account.
24.09.2020	Mortimer Clarke wrote to Respondent confirming that it acted for MEIII and awaited a response.
01.09.2022	Respondent wrote to Hillesden Securities requesting a breakdown of the Hillesden Securities Charge.
05.02.2024	Bank transfer made to Mortimer Clarke of **£12,000.00**. Credited to Mortimer Clarke on 07.02.2024. Payment recorded in Client A's ledger.
14.05.2025	Mortimer Clarke confirmed to the SRA that the charge was for £17,098.01. Payment from the Firm was received by bank transfer on 07.02.2024. Payment from Client A for £823.51 was received on 09.02.2024. These payments were accepted in full settlement of the charge.

Chronology: BOS Charge

25.09.2019	Letter from Halifax stating mortgage account number A/32868893-0 only went to offer stage and there were no accounts or charges under Person B's name. Asked to quote reference number B-32735274 in correspondence regarding Person B.
01.09.2022	Respondent wrote to BOS informing it of the death of Person B. Requested current balance to redeem the BOS Charge. The mortgage account number quoted in the letter was A/32868893-0.
29.10.2022	Firm received letter from Moorcroft Debt Recovery Limited ("MDRL") with the reference 32868893-0 matching the BOS mortgage account number. Letter confirmed that BOS was MDRL's client. The balance was **£156,822.89**. When full payment was made BOS would remove the charge from the Charges Register.
21.11.2022	Respondent received letter from MDRL stating it had contacted Halifax (a division of BOS) and confirmed details relating to the possession and sale price of Property A. It enclosed the Interim Charging Order made in Edmonton County Court on 28.09.2009 under claim number 8PA05934 matching the charge in favour of BOS on the Charges Register. MDRL stated the outstanding balance was £156,355.59.
23.05.2023	BOS wrote to Firm stating that it had not received any sale proceeds in relation to the BOS Charge in the sum of **£156,822.89**. BOS asked when sale proceeds would be remitted to enable removal of the BOS Charge.
30.12.2024	Firm made cheque payable to BOS for **£156,822.89**. Cheque was not received by BOS.
07.01.2025	Respondent made CHAPS payment from Firm's client account to BOS for **£156,822.89**. CHAPS payment showed the reference A/32868893-0 matching the MDRL client reference.

15. On 17 August 2023, the Firm made a payment by cheque in the sum of **£22,717.69** to Dryden's to discharge the RBS Charge. On 5 February 2024, the Firm made a bank transfer in the sum of **£12,000.00** to Mortimer Clarke to discharge the Hillesden Securities Charge. On 7 January 2025, the Firm made a CHAPS payment from its client account in the sum of **£156,822.89** to discharge the BOS Charge.

16. On 26 June 2023 the SRA wrote to Mrs Djan-Krofa providing a copy of the report from Kreston Law and asked her to provide a response to the alleged misconduct. Between 26 June 2023 and 18 October 2024 there were various email exchanges between the Investigation Officer ("IO") and Mrs Djan-Krofa in which the IO sought information and documentation from Mrs Djan-Krofa.

17. On 7 February 2025 the SRA decided to refer Mrs Djan-Krofa's conduct to the Tribunal.

18. During the course of its investigation the SRA served two Production Notices upon Mrs Djan-Krofa pursuant to Section 44B of the Solicitors Act 1974 for information and documentation relating to the two complaints. She failed to comply with the Production Notices. When the SRA referred the case to the Tribunal it had not received the full client file from Mrs Djan-Krofa.

Witnesses

19. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt the Tribunal read all of the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence. The following witnesses gave oral evidence:

- Client A
- Ms Emanuela Robinson, IO
- Mr Ergen Eren, Director of Kreston Law Limited; and
- Mrs Djan-Krofa

20. Mrs Djan-Krofa (*by affirmation)*

20.1 Mrs Djan-Krofa had been practising as a solicitor since 2006 and had maintained professional integrity throughout her career. She had never been subject to disciplinary action. She had worked in her practice area for around 20 years. She confirmed the content of her Answer dated 18 August 2025 and she confirmed that this was her primary reference point.

20.2 Mrs Djan-Krofa stated that she had initially been instructed by Client A to obtain a Grant of Probate ("GOP") following the death of Person B. Probate matters were difficult to deal with at times because of the sensitivity of the clients she represented. At first, Client A and another family member intended to subdivide Property A. When it was clear that Property A was connected to several debts, Mrs Djan-Krofa was instructed to sell Property A and pay off the debts.

20.3 Mrs Djan-Krofa referred to Allegation 1.1. She confirmed that she admitted Allegation 1.1 in her Answer and that there was a breach of an undertaking as set out in the Rule 12 Statement. She asserted that in the normal course of events when dealing with a conveyancing transaction the charges would be paid off when the property was sold. She confirmed that the case concerned three outstanding equitable charges ("the Charges") out of around 13 charges. The first charge was the RBS Charge. The second charge was the Hillesden Securities Charge. The third charge was the BOS Charge.

20.4 Mrs Djan-Krofa stated that the questions asked of her about the Charges by Kreston Law were answered in good faith. She asserted that the Firm believed that the BOS Charge related to an earlier property owned by Person B which was repossessed. She contacted Bank of Scotland Plc ("BOS"), and it did not provide the Firm with any information about the BOS Charge. The Firm sent a Charging Order to BOS, and no information was provided to the Firm about the BOS Charge. Mrs Djan-Krofa stated that the Firm contacted BOS in September 2022 before completion of the sale of Property A. She reasserted that all questions asked of her and the Firm by Kreston Law were answered in good faith. Similarly, all of the responses to the questions asked of her by Client A and the SRA were answered in good faith.

20.5 Mrs Djan-Krofa accepted that in relation to the two remaining charges, the RBS Charge and the Hillesden Securities Charge, there was a breach of undertaking. As soon as issues became apparent regarding the discharge of the remaining charges the Firm did everything it could to redeem the charges.

20.6 With regards to Allegation 1.3, Mrs Djan-Krofa confirmed that the Firm tried to send Client A's file to the SRA. She stated that there were issues with the filing system. She recalled at least three visits to the Firm by the SRA for a transparency review. There was an AML check during a visit, and the other two visits concerned client records. The Firm cooperated with the SRA as much as its capacity allowed. It did its best to cooperate with the SRA and respond to enquiries. Mrs Djan-Krofa asserted that she was not dishonest and she did not mislead. Her evidence was that the Firm did its best to comply with instructions and work with the SRA.

20.7 A senior colleague in the Firm managed the BOS Charge and enquiries with MDRL. He became very ill and died during the review process. This was a very difficult time for the Firm and particularly for Mrs Djan-Krofa. Around the same time another member of the Firm ceased to work for the Firm and these two departures resulted in administrative and operational difficulties. Mrs Djan-Krofa asserted that she did not act dishonestly in any way relating to the discharge of the Charges even when facing these professional challenges. She and the Firm acted openly and transparently. She recalled that the Firm sent a cheque to BOS to settle the BOS Charge. This cheque either bounced or payment was not attempted. The Firm also tried to pay the sum of £156,822.89 into MDRL's account but this bank transfer did not complete. Mrs Djan-Krofa stated that the attempted payment to MDRL did not sit right with her and the Firm tried to investigate the BOS Charge. She believed that the BOS Charge was connected to the estate of Person B rather than to Property A. This was evidence of the numerous attempts to move matters forward on Client A's matter and to remove the Charges from the Charges Register.

20.8 Under cross examination, Mrs Djan-Krofa was referred to the Firm's Replies. Mrs Djan-Krofa confirmed that when the Replies were prepared, she would have reviewed the document and seen that the Charges were numbered 2, 3 and 7. She confirmed that each of the charges held an underlying unpaid debt. On the Replies, Number 2 related to the RBS Charge, Number 3 related to the Hillesden Securities Charge and Number 7 related to the BOS Charge. She confirmed that in accordance with Section 5.2 of the TA13 she undertook to Kreston Law to redeem or discharge the mortgages and charges listed in the Replies.

20.9 Mrs Djan-Krofa believed at the material time between completion of the sale of Property A on 28 September 2022 and the summer of 2023 the Charges were paid. When she saw the letters from Mortimer Clarke, she did not believe that they referred to a genuine debt. When the Firm received the letter from Dryden's dated 2 November 2022 in relation to the RBS Charge, she realised that the RBS Charge remained on the Charges Register and the Firm had not redeemed the charge. Up until this time, Mrs Djan-Krofa genuinely believed that the debt to RBS had been paid on completion of the sale of Property A. The usual procedure when an estate was administered by the Firm was that outstanding payments were made on the day following completion of a property sale.

20.10 Mr Scott-Joynt challenged Mrs Djan-Krofa's assertion that she was unaware that the RBS debt had not been paid because the letter she received was precisely because the debt was outstanding. Mrs Djan-Krofa repeated that on completion of a sale, debts were usually paid straight away. This was the usual procedure of the Firm, and it happened automatically. Mr Scott-Joynt stated that on receipt of the letter from Dryden's dated 2 November 2022, Mrs Djan-Krofa was on notice that the Firm had not settled the RBS Charge on Property A. Mrs Djan-Krofa accepted that she did not take any action in relation to the letter when it was received. She thought that Dryden's' letter was a late response to completion of the sale of Property A and that the RBS Charge had been redeemed. When the Firm received the second chaser letter dated 20 July 2023, she realised that the debt to RBS had not been paid by the Firm. Up until her receipt of the second letter, she assumed the RBS Charge had been redeemed and that efforts were being made to remove the RBS Charge from the Charges Register. No dishonesty was involved in her conduct. She had not realised that the usual Firm process had not taken place which would have enabled removal of the RBS Charge from the Charges Register.

20.11 Mr Scott-Joynt challenged Mrs Djan-Krofa's evidence in relation to the Hillesden Securities Charge. She accepted that payment of the debt associated with the Hillesden Securities Charge was made on 5 February 2024 to Mortimer Clarke in the sum of £12,000.00. The Completion Statement stating a Completion Date of 28 September 2022 confirmed that the debt owed to MEIII in respect of the Hillesden Securities Charge, was in the sum of £17,098.00. Mrs Djan-Krofa could not recall when the parties agreed that the debt could be settled by the lower amount of £12,000.00. She insisted that at completion the sum of £17,098.00 was due to be paid. Therefore, negotiations between the parties regarding settling the debt with the sum of £12,000.00 must have been agreed at completion. Mr Scott-Joynt referred Mrs Djan-Krofa to her email of 30 September 2022 to Client A. This email attached the Completion Statement which referred to the sum of £17,098.00 as the sum required to settle the Hillesden Securities Charge. The Completion Statement was a misrepresentation of the facts if the parties had already agreed a reduction of the debt to £12,000.00.

20.12 Mr Scott-Joynt referred to the email to Client A in which Mrs Djan-Krofa stated that the Firm had arranged payment of all charges apart from the BOS Charge as it was awaiting a response from BOS in relation to the charge. He asserted that this was factually incorrect as the RBS Charge and the Hillesden Securities Charge had not yet been redeemed. Mrs Djan-Krofa accepted that she did not provide intricate detail to Client A about the process of redeeming the charges. She asserted that although Client A was a lay person she would have understood the context of her words "*we await confirmation from Bank of Scotland in relation to the charge (registered equitable charge) …"* as she had discussed the process of redeeming the charges with her.

20.13 Mr Scott-Joynt referred Mrs Djan-Krofa to a table containing a list of debts owed by the estate including a reference to Halifax (BOS) "*Nil – mortgage only went to offer stage-Halifax letter dated 25 September 2019*". The "*Reference"* written on the list for this debt was B-32735274 and the "*Account Number"* was the same as the BOS Charge, A/32868893-0. Mr Scott-Joynt asserted that even if Mrs Djan-Krofa believed there was no live debt owed to BOS from the information set out in the letter from Halifax dated 25 September 2019, she received a letter from MDRL dated 29 October 2022 containing the BOS Charge account number 32868893-0. This letter would have alerted her to the fact that there was a debt owing to BOS. A further chasing letter for payment of the debt was received from MDRL dated 21 November 2022.

20.14 Mrs Djan-Krofa contacted MDRL following receipt of their letter dated 29 October 2022 because the purported debt owed to BOS was different from the sum set out in the Interim Charging Order of Edmonton County Court dated 28 September 2009 in favour of BOS. The letter from MDRL dated 29 October 2022 stated that the debt owed was £156,822.89. The letter from MDRL dated 21 November 2022 stated that the debt owed was £156,355.59. The letters from MDRL raised concerns for Mrs Djan-Krofa. She was presented with conflicting information regarding large sums of money. She was not dealing with a firm of solicitors and she treaded carefully. She believed that she contacted Halifax about the letters and Halifax were unaware of the involvement of MDRL and its recovery of the debt owed to BOS. Mr Scott-Joynt challenged Mrs Djan-Krofa's evidence that she contacted Halifax about her concerns as no correspondence with Halifax after the letter of 21 November 2022 had been filed in the court bundle.

20.15 Mr Scott-Joynt referred Mrs Djan-Krofa to Kreston Law's email to her of 16 January 2023 asking her to immediately discharge the Charges which were still listed on the Charges Register. She accepted that she did not reach out to lenders but that a colleague might have done this. Mr Eren of Kreston Law emailed her on 6 February 2023 asking for confirmation that the Charges were discharged. She accepted that she sent a holding email to Mr Eren on 6 February 2023, and she did not confirm whether the Charges were discharged because the Firm was still making enquiries about the BOS Charge.

20.16 Mr Scott-Joynt challenged Mrs Djan-Krofa's reliance on the Firm's automatic process of settling charges on completion of property sales as the reason why the Charges were not discharged. When Kreston Law sent her an email on 16 January 2023 asking why the Charges remained listed on the Charges Register, she should have checked Client A's ledger ("the Ledger") so she could answer his question immediately. Mrs Djan-

Krofa accepted that she should have checked the Ledger for certainty. She did not check the Ledger because of the Firm's practice of automatically discharging charges on completion of a property sale.

20.17 Mr Scott-Joynt referred Mrs Djan-Krofa to her email to Kreston Law of 21 April 2023 in which she stated that she was chasing the lenders for confirmation that the Charges were discharged and that she would revert to Mr Eren. Mrs Djan-Krofa stated that she had not checked the Ledger at this time, and she genuinely believed that the only outstanding equitable charge was the BOS Charge. Mr Scott-Joynt referred Mrs Djan-Krofa to her email to Kreston Law of 9 May 2023 in which she stated that a colleague was chasing for confirmation of discharge of the Charges. He challenged her evidence and stated that she could have provided evidence from the lenders of payment of the Charges. She stated that she would have breached client confidentiality in sending out proof of payment in settlement of the Charges. She accepted again that she should have checked the Ledger but that she was in no way acting dishonestly.

20.18 Mrs Djan-Krofa was referred to the letter from BOS dated 23 May 2023 requesting payment of £156,822.89 in settlement of the BOS Charge. She accepted that the Account Number referred to in the letter was the correct account number, but the presentation of the letter caused her concern. The headed paper on which the letter was printed did not seem genuine. She asked a senior colleague for advice, and he also raised concerns about the letter. Full details of the BOS Charge were not provided in the letter. The colleague advised Mrs Djan-Krofa that payment should not be made in response to the BOS letter. The letter raised concerns about whether the account had already been settled and there had been previous concerns about MDRL. Further, Mrs Djan-Krofa believed that the BOS Charge possibly concerned matters of the estate of Person B rather than Property A. Mrs Djan-Krofa asserted that there was contact with BOS after receipt of the letter of 23 May 2023.

20.19 Mr Scott-Joynt referred Mrs Djan-Krofa to the email from the IO dated 24 January 2024 in which she referred to their conversation on the same day when Mrs Djan-Krofa told her that the Charges had been discharged. Mrs Djan-Krofa stated that even when charges were discharged it often took some time before the discharge documents were activated at the Land Registry and the charges removed from the Charges Register. In the email to the IO of 24 January 2024, Mrs Djan-Krofa stated the following which Mr Scott-Joynt asserted was incorrect.

> "*Our reference to three charges in our conversation relate to the three charges raised by the buyer's solicitors. There were in excess of 9 financial charges on the property at completion which were paid at completion. There was one charge which was inadvertently missed (belonging to one of the lenders paid at completion but held as a separate account.) It was inadvertent and once the lender confirmed the status of that account, they were paid to discharge the charge last year".*

20.20 Mrs Djan-Krofa argued that she could have provided more clarification in the email to the IO to ensure that she understood that all of the Charges had not been discharged and that there had been 14 debts to be paid on completion. The response to the IO was a year after the email from Kreston Law asking for confirmation of the discharge of the Charges. Mr Scott-Joynt asked why Mrs Djan-Krofa had not made the relevant

enquiries with the lenders during this time to enable payment and discharge of the Charges. Mrs Djan-Krofa's evidence was that RBS was contacted to establish why the RBS Charge was on the Charges Register after it had been redeemed. There was some confusion in the Firm between the RBS Charge and the BOS Charge. She did not contact RBS between January 2023 and July 2023 but someone else from the Firm contacted RBS.

20.21 Mr Scott-Joynt directed Mrs Djan-Krofa to the correspondence from Dryden's dated 2 November 2022 and 20 July 2023 stating that the RBS Charge had not been redeemed and the equitable charge remained on the title deeds. The correspondence showed that the RBS Charge was not dealt with automatically. Mrs Djan-Krofa argued that each matter was reviewed every few months. When she responded to correspondence, if there was an issue on the file she would have been alerted to this. When the Firm checked the status of the Charges it saw that the RBS Charge had been missed and payment to redeem this charge was swiftly arranged. A cheque was sent to Drydens in August 2023 to redeem the RBS Charge.

20.22 Mrs Djan-Krofa accepted that it was deeply regrettable that 12 months after the enquiry from Kreston Law about redemption of the Charges she had not checked the Ledger which would have confirmed whether payments had been made. She accepted that after receipt of the letter from RBS dated 20 July 2023, payment was swiftly made to RBS in August 2023 and that she might have checked the Ledger before arranging payment of the RBS Charge. She argued that it would be speculation to confirm that she definitely checked the Ledger in July 2023 and would have seen that the Hillesden Securities Charge and the BOS Charge remained outstanding.

20.23 The Tribunal asked Mrs Djan-Krofa to explain the structure of the Firm at the material time. In September 2022 there were five employees at the Firm. Mrs Djan-Krofa worked full-time with another senior staff member. Two legal assistants and a consultant worked part-time. A member of the support team left the Firm and the senior member of staff who worked closely with Mrs Djan-Krofa became very ill and died. They had been assisted by a legal assistant and an executive assistant. She confirmed that she had primary responsibility for Client A's matter. She could not locate all of the documents she was asked to produce for the SRA's investigation. When documents were scanned into the Firm's system she could not always locate where they were saved. She found it difficult to navigate the Firm's system and when difficulties were highlighted relating to Client A's matter, Firm processes were reviewed.

20.24 Mrs Djan-Krofa confirmed to the Tribunal that her main areas of practice were probate and conveyancing matters. She stated that the conveyance of Property A was not unusual, but this was a property against which more charges than usual were registered. She accepted that professional accountability and responsibility fell within her remit as the sole Director, Partner, and Owner of the Firm. She was questioned repeatedly by Mr Eren of Kreston Law seeking information on the Charges after completion on 28 September 2022. She did not respond accordingly. Mrs Djan-Krofa expressed remorse and stated that she had "*beaten herself up"* several times about how she managed the discharge of the Charges. She stated that all of the pointers were there and she did not deal with matters relating to Client A as she should have done. She could see that she missed things and made mistakes. She genuinely thought steps were taken automatically in the Firm to deal with redemption of the Charges on completion. She

accepted that she should have taken complete control of the matter and checked the Ledger. When she was alerted to the Firm's failure to pay the RBS Charge by the letter dated 20 July 2023 she arranged for payment of the debt straight away.

20.25 Mrs Djan-Krofa acknowledged that solicitors must act with trust, honesty and integrity and admitted that she should have checked the Ledger showing the status of the Charges on Property A. However, she maintained that her actions were not intentionally deceptive and resulted from the challenging circumstances she faced during the period of time surrounding the attempts to remove the Charges from the Charges Register.

Findings of Fact and Law

21. 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 the Respondent'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.

22. The Tribunal had due regard to the following and applied the various tests in its fact-finding exercise:

Dishonesty

23. The test set out at paragraph 74 of Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67.

Integrity

24. The matters set at paragraphs 97 to 107 of Wingate v SRA [2018] EWC Civ 366.

25. The Applicant's Case

Allegation 1.2 - Between September 2022 and 24 January 2024, the Respondent provided inaccurate information in relation to the sale of Property A that she knew or ought to have known was inaccurate and/or misleading in that:

Allegation 1.2.1 - In an email dated 30 September 2022, the Respondent informed Client A that she had arranged for the equitable charge held by Bank of Scotland to be removed when she knew or ought to have known that this was not true.

25.1 Two days after Completion on 30 September 2022, Mrs Djan-Krofa sent Client A an email enclosing a Completion Statement. The email stated that she awaited confirmation from BOS in relation to the BOS Charge and that the Firm had arranged payment of the agreed charges. The BOS Charge was the third entry listed in the Completion Statement. It was referred to as "*Bank of Scotland Equitable Charge*". There were two asterisks next to the BOS Charge on the Completion Statement and the narrative at the bottom of the Completion Statement stated, "*Subject to receipt of discharge document*". This suggested that Mrs Djan-Krofa awaited receipt of the discharge document which would only have been provided when payment had been made.

25.2 The SRA's case was that Mrs Djan-Krofa was aware that no payment had been made to discharge the BOS Charge, and she had no reason to think the debt underlying it was not outstanding. The BOS Charge's removal could not have been pending at that time. Therefore, Mrs Djan-Krofa knew or ought to have known that she had not arranged payment of the BOS Charge.

25.3 Client A was a lay person and not a person experienced in conveyancing. The statement that Mrs Djan-Krofa had "*arranged payment of the agreed charges*" would have caused Client A to believe that everything that needed to be done to discharge *all* of the charges had been undertaken when this was not true.

Breaches of the Principles and Code of Conduct

25.4 *Principle 4 (dishonesty):* Mrs Djan-Krofa knew or ought to have known that she had not arranged for the equitable charge in favour of BOS to be removed when she stated that she had made this arrangement in her email to Client A dated 30 September 2022. This, by the "standards of ordinary decent people", constituted dishonesty.

25.5 *Principle 5 (lack of integrity):* Making an untrue statement in an email to Client A regarding an equitable charge on Property A and failing to be scrupulously accurate demonstrated a lack of integrity.

25.6 *Principle 2 (Public Trust):* Making an untrue statement in an email to a Client A regarding an equitable charge on Property A and failing to be scrupulously accurate undermined public confidence in solicitors and legal services.

25.7 *Principle 7 (Best interests of each client):* Making an untrue statement in an email to Client A regarding an equitable charge on Property A, demonstrated that Mrs Djan-Krofa did not act in the best interests of Client A.

25.8 *Paragraph 1.4 of the Code:* Making an untrue statement in an email to Client A regarding an equitable charge on Property A caused Mrs Djan-Krofa to mislead Client A.

25.9 *Paragraph 4.2 of the Code:* Making an untrue statement in an email to Client A regarding an equitable charge on Property A demonstrated that Mrs Djan-Krofa did not safeguard the asset entrusted to her by her Client A.

Allegation 1.2.2 - On 21 April 2023, the Respondent informed Kreston Law Limited that she would be chasing the lenders for confirmation of discharge, when she knew or ought to have known that she had not yet made any payments in connection with the outstanding charges to enable them to be removed.

25.10 On 21 April 2023 Mrs Djan-Krofa emailed Mr Eren of Kreston Law to inform him that "*I am chasing the lenders for confirmation of discharge and will aim to revert on Monday please*". When she sent the email, she was aware that no payment had been made in relation to any of the Charges. She was also aware of the three charges to which Mr Eren referred as he had attached details of the charges from the Charges Register to his email of 16 January 2023.

25.11 Mrs Djan-Krofa was asked directly by Mr Eren in email correspondence between 23 January 2023 and 21 April 2023 whether the Charges were redeemed and she failed to give a direct answer. By representing to Mr Eren in the email of 21 April 2023 that the lenders needed to remove the Charges from the Charges Register, she knew or ought to have known that she was providing him with a false or misleading understanding of the situation.

25.12 In an email dated 6 February 2023, Mrs Djan-Krofa stated that "*We refer to the above matter and will revert by the end of the week with confirmation of the lender's status".* This was a holding email in which she misrepresented to Kreston Law that she intended to chase the lenders for confirmation of discharge of the Charges. Kreston Law responded on the same day and asked Mrs Djan-Krofa "*Can you confirm you have settled the outstanding charges?*" She did not rely to this email. On 13 March 2023 Kreston Law sent a further chasing email to Mrs Djan-Krofa indicating that their lender client was chasing them for an update as to why three equitable charges were still attached to the title of Property A purchased from Client A on 28 September 2022. Mrs Djan-Krofa was informed by Mr Eren that he required her to remove the charges immediately or he would refer the matter to the SRA for breach of undertaking. She responded to the email and stated that she would revert before the end of the following week.

25.13 Between 1 April 2023 and 21 April 2023, Kreston Law continued to chase Mrs Djan-Krofa for a reply to the query about discharge of the Charges on the title of Property A. On 21 April 2023 Mrs Djan-Krofa knew or ought to have known that the Firm had made no payments in connection with the Charges to enable them to be removed.

Breaches of the Principles and Code of Conduct

25.14 *Principle 4 (dishonesty)*: Mrs Djan-Krofa knew or ought to have known that she had made no payments in connection with the Charges when she informed Kreston Law by email on 21 April 2023 that she would chase the lenders for confirmation of discharge. This, by the "*standards of ordinary decent people*", constituted dishonesty.

25.15 *Principle 5 (lack of integrity):* Mrs Djan-Krofa checked or ought to have checked the Ledger before she emailed Kreston Law on 21 April 2023 and stated that she would chase the lenders for confirmation of discharge. Failing to be scrupulously accurate before conveying information to Kreston Law demonstrated a lack of integrity.

25.16 *Principle 2 (Public Trust):* Mrs Djan-Krofa checked or ought to have checked the Ledger before she emailed Kreston Law on 21 April 2023 and stated that she would chase the lenders for confirmation of discharge. Failing to be scrupulously accurate before conveying information to Kreston Law undermined public confidence in solicitors and legal services.

25.17 *Principle 2 (Best interests of each client)*: Mrs Djan-Krofa checked or ought to have checked the Ledger before she emailed Kreston Law on 21 April 2023 and stated that she would chase the lenders for confirmation of discharge. Failing to be scrupulously accurate before conveying information to Kreston Law demonstrated that she failed to act in the best interests of Client A.

25.18 *Paragraph 1.4 of the Code:* Mrs Djan-Krofa checked or ought to have checked the Ledger before she emailed Kreston Law on 21 April 2023 and stated that she would chase the lenders for confirmation of discharge. Failing to be scrupulously accurate before conveying information to Kreston Law demonstrated that she provided misleading information to Kreston Law.

25.19 *Paragraph 4.2 of the Code:* Mrs Djan-Krofa checked or ought to have checked the Ledger before she emailed Kreston Law on 21 April 2023 and stated that she would chase the lenders for confirmation of discharge. Failing to be scrupulously accurate before conveying information to Kreston Law demonstrated that she failed to safeguard the asset entrusted to her by her Client A.

Allegation 1.2.3 - On 24 January 2024, the Respondent informed the SRA that all charges had been paid when she knew or ought to have known that this was not true.

25.20 A telephone conversation took place between Mrs Djan-Krofa and the IO on 24 January 2024. Following the telephone call the IO sent an email to Mrs Djan-Krofa summarising the conversation. In the email the IO stated that Mrs Djan-Krofa had said "*You told me that there have been three charges on the property in the transaction your firm acted on, which have now been discharged. As I mentioned to you in our conversation the complainant has told us in an email dated 15 December 2023, that the charges are still in place, and this is causing a loss to their client".*

25.21 Mrs Djan-Krofa responded to the IO's email on 24 January 2024. She stated that "*Our reference to three charges in our conversation relate to the three charges raised by the buyer's solicitors. There were in excess of 9 financial charges on the property at completion which were paid at completion".* The IO stated in her email that Mrs Djan-Krofa had told her that there were three charges which had been discharged. Mrs Djan-Krofa did not correct the IO's misunderstanding and inform her that the Charges had not been discharged. By 24 January 2024, the RBS Charge was the only charge that had been paid.

25.22 By 24 January 2024, Mrs Djan-Krofa had not made payments to discharge the Hillesden Securities Charge and the BOS Charge. The Hillesden Securities Charge was paid on 5 February 2024, and the BOS Charge was paid on 7 January 2025. Therefore, the information provided to the IO that the Charges had been paid was untrue and Mrs Djan-Krofa knew or ought to have known that the Charges had not been paid.

<u>Breaches of the Principles and Code of Conduct</u>

25.23 *Principle 4 (dishonesty):* On 24 January 2024, Mrs Djan-Krofa knew or ought to have known that she had not arranged for all charges on Property A to be paid when she informed the IO that all charges on Property A had been discharged. This, by the "standards of ordinary decent people" constituted dishonesty.

25.24 *Principle 5 (lack of integrity):* Making untrue statements to the IO regarding outstanding charges on Property A and failing to be scrupulously accurate demonstrated a lack of integrity.

25.25 *Principle 2 (Public Trust):* Making untrue statements to the IO regarding outstanding charges on Property A and failing to be scrupulously accurate undermined public confidence in solicitors and legal services.

25.26 *Principle 7 (Best interests of each client):* Making untrue statements to the IO regarding outstanding charges on Property A and failing to be scrupulously accurate demonstrated that Mrs Djan-Krofa did not act in the best interests of her client.

25.27 *Paragraph 1.4 of the Code:* Making untrue statements to the IO regarding outstanding charges on Property A and failing to be scrupulously accurate caused Mrs Djan-Krofa to mislead the IO.

25.28 *Paragraph 4.2 of the Code:* Making untrue statements to the IO regarding outstanding charges on Property A and failing to be scrupulously accurate demonstrated that Mrs Djan-Krofa did not safeguard the asset entrusted to her by Client A.

26. The Respondent's Case

Allegation 1.2.1

26.1 In oral evidence Mrs Djan-Krofa denied that she made any statements which she knew or ought to have known were misleading in her email to Client A dated 30 September 2022. She had a genuine and honest belief that the information that she conveyed was true and accurate based on the facts then available to her.

26.2 Mrs Djan-Krofa accepted that the Completion Statement referred to "*Bank of Scotland Equitable Charge*" in the sum of £161,794.00 "*Subject to receipt of discharge document*". She did not intend the Completion Statement to convey that the BOS charge had been paid because at the time the email was sent to Client A, she had not received the confirmation from BOS to enable her to discharge the BOS Charge. Payment could not be made until BOS confirmed the precise redemption figure. The words "*Subject to receipt of discharge document*" intended to convey that the BOS Charge *would be* paid when the discharge document was received.

26.3 In oral evidence, Mrs Djan-Krofa asserted that Client A would have understood the context of the email as she had explained the processes for redeeming the charges. In conveyancing practice the words "*arranged payment*" were used to mean that funds were set aside for payment once the necessary completion conditions were met and not that payment had been executed. Mrs Djan-Krofa intended to convey to Client A that the redemption amount for the BOS Charge was accounted for and ready to be paid upon receipt of the BOS confirmation and discharge documentation in line with standard completion procedure.

Allegation 1.2.2

26.4 Mrs Djan-Krofa's oral evidence was that at the Firm all charges were usually paid out on the day after completion of a property sale. She had the genuine and honest belief that she had paid the outstanding charges apart from the BOS Charge. She had been unsure about the validity of the BOS Charge and enquiries were being made at the material time.

26.5 Mrs Djan-Krofa did not receive confirmation of discharge of the Charges from the lenders. Therefore, she did not have the information from the lenders to share with Kreston Law.

Allegation 1.2.3

26.6 Following Mrs Djan-Krofa's telephone conversation with the IO on 24 January 2024 the IO emailed Mrs Djan-Krofa confirming what had been discussed. She stated that Mrs Djan-Krofa informed her that there were three charges on Property A which had been discharged. On the same day Mrs Djan-Krofa sent the IO an email clarifying what had been discussed. She confirmed that the three charges spoken about related to the Charges and referred to the numerous debts attached to Property A "*which were paid on completion*". Mrs Djan-Krofa referred to the BOS Charge when she stated that "*There was one charge which was inadvertently missed*". Mrs Djan-Krofa gave evidence that the BOS Charge was suspicious and required investigation. She also believed that it was possible that this debt related to the estate rather than Property A.

26.7 In the email to the IO Mrs Djan-Krofa made it clear that the three charges referred to by the IO related to the Charges and that there were other debts attached to Property A which were paid on completion of the sale of Property A. She did not misinform, mislead, or fail to correct the IO.

26.8 Any perceived discrepancy or misunderstanding did not arise from Mrs Djan-Krofa's intention to mislead. It arose from the difference in focus between the IO and Mrs Djan-Krofa. There was possible ambiguity but there was no proof that Mrs Djan-Krofa knew or ought to have known that the IO would misunderstand what she told her in that all charges associated with Property A had been discharged by 24 January 2024. Mrs Djan-Krofa took steps to ensure accuracy and transparency in her email to the IO.

27. The Tribunal's Findings

27.1 The Tribunal considered all the evidence before it, including the oral evidence and submissions during the hearing and the documentary evidence. In reaching its Findings the Tribunal also considered the Principles and the Code.

27.2 The Tribunal found that Mrs Djan-Krofa's admissions of the facts in Allegations 1.1 and 1.3 in oral and written evidence were unequivocal, supported by the evidence and were properly made. Mrs Djan-Krofa had also properly admitted breaches of Principles 2 and 5 and Paragraphs 1.3, 7.3 and 7.4 of the Code.

27.3 The central question before the Tribunal concerned whether Mrs Djan-Krofa provided inaccurate information in relation to the sale of Property A in communications with Client A, Kreston Law, and the SRA. The Tribunal was required to consider whether Mrs Djan-Krofa's conduct was dishonest and in breach of the Principles and the Code. The critical issue was Mrs Djan-Krofa's state of mind and intention when she communicated with the parties as set out in Allegations 1.2.1, 1.2.2 and 1.2.3. The Tribunal found that Mrs Djan-Krofa was a credible witness who did not deviate from her account of her conduct in respect of the Allegations.

27.4 The Tribunal found that the Charges were not paid on completion of the sale of Property

A. It considered the facts relating to each Charge.

RBS Charge

27.5 Mrs Djan-Krofa wrote to RBS on 1 September 2022 informing it of the death of Person B and asked for the sum owed to RBS to redeem the RBS Charge. She received a letter from Dryden's Fairfax Solicitors dated 2 November 2022 stating that it acted for RBS and that the balance to redeem the charge was £22,717.69. The Tribunal found that the letter from Dryden's Fairfax Solicitors did not prompt Mrs Djan-Krofa to check the Ledger. She assumed that the Firm paid the RBS Charge on or after 29 September 2022 as the Firm paid debts attached to a property the day after completion. The Tribunal found that the letter was not a trigger for Mrs Djan-Krofa to check the Ledger to see if the RBS Charge had been redeemed. She received a letter from Dryden's Fairfax Solicitors dated 20 July 2023 stating that the RBS Charge remained on the title of Property A. On 17 August 2023 Mrs Djan-Krofa sent a cheque to Dryden's Fairfax Solicitors in the sum of £22,717.69 to redeem the RBS Charge. She asked for confirmation that the RBS Charge was discharged.

27.6 Mrs Djan-Krofa did not receive a response from Dryden's Fairfax Solicitors to confirm that the RBS Charge had been discharged. She wrote to the firm on 1 February 2024 requesting that the RBS Charge be removed from the Charges Register as a matter of urgency. Her letter stated that the matter had been referred to the SRA. On 26 February 2024, Kreston Law informed the SRA that one of the Charges had been removed from the Charges Register. By 26 February 2024, the RBS Charge had been removed from the Charges Register following the payment sent to Dryden's Fairfax Solicitors by Mrs Djan-Krofa on 17 August 2023.

Hillesden Securities Charge

27.7 On 29 August 2019, Mortimer Clarke Solicitors wrote to Person B and confirmed that it acted on behalf of MEIII Limited which had purchased the Hillesden Securities Charge from Hillesden Securities Ltd. Mortimer Clarke Solicitors sent a letter to Mrs Djan-Krofa confirming the circumstances surrounding the ownership of the Hillesden Securities Charge. She sent Hillesden Securities Ltd a letter dated 1 September 2022 requesting a breakdown of the charge. The outstanding balance on the charge was £17,098.01. Mrs Djan-Krofa transferred the sum of £12,000.00 to Mortimer Clarke Solicitors on 5 February 2024. Client A transferred £823.51 to Mortimer Clarke Solicitors. These payments were accepted in full and final settlement of the charge by Mortimer Clarke Solicitors on behalf of MEIII Limited.

27.8 The Tribunal found that Mrs Djan-Krofa assumed that the charge was paid on completion as was the usual practice of the Firm. It accepted her evidence that she was not prompted to check if the charge had been paid after completion of the sale of Property A. The Tribunal also accepted her evidence that she also assumed that the owner of the charge would apply for its discharge in the absence of evidence that contradicted her position.

BOS Charge

27.9 Mrs Djan-Krofa received a letter from Halifax dated 25 September 2019 stating that the

account number A/32868893-0, which was the reference number for the charge, referred to a mortgage that only went to the offer stage. Mrs Djan-Krofa was informed in this letter that there were no accounts or charges with BOS in Person B's name, and she was asked to use the reference number B-32735274 in correspondence. Mrs Djan-Krofa sent a letter to BOS dated 1 September 2022 before completion confirming the death of Person B and requesting the balance to redeem the charge even though Halifax provided her with contradictory information. The Tribunal accepted her evidence that the information provided by Moorcroft Debt Recovery Limited ("MDRL") appeared suspicious in those circumstances. She was compelled to make further enquiries about the charge before the Firm made a payment to discharge the debt.

27.10 The Tribunal accepted Mrs Djan-Krofa's evidence that she was also unsure whether the charge was outstanding. She had a genuine belief that the charge could be connected to the estate rather than Property A. BOS sent a letter to the Firm dated 23 May 2023 stating that it had not received any proceeds from the sale of Property A and asked when sale proceeds would be remitted. The Tribunal found Mrs Djan-Krofa's evidence about the wrongful presentation of the BOS letter to be compelling. She was clearly very suspicious of the letter and the information contained therein. The Tribunal noted that Mrs Djan-Krofa's evidence did not explain the extent of communications between the Firm and BOS between 23 May 2023 and December 2023 when a cheque was made payable to BOS from the Firm. The evidence showed that the cheque was not cashed.

27.11 The Tribunal considered that Mrs Djan-Krofa acted in the best interests of Client A at all times in relation to this charge. It accepted her evidence that she was presented with contradictory information from Halifax, MDRL and BOS. She was unsure whether the charge related to the estate and she protected Client A's funds until she was sure that the charge was genuinely payable from the proceeds of sale of Property A. The Tribunal noted that the information relating to this charge was confusing to Mrs Djan-Krofa. Initially she was informed by Halifax in their letter of 25 September 2019 that it was unaware of any accounts, charges or securities relating to Person B and they stated that account number A/32868896-0 referred to a mortgage offer which did not materialise. Halifax stated in its letter that Mrs Djan-Krofa should refer to the reference number B-327335274 in any further correspondence about Person B. She had not previously been referred to this reference or account number in respect of any financial matters concerning Person B.

Allegation 1.2.1

27.12 The Tribunal did not find this allegation proved. The email to Client A was sent two days after completion. It accepted Mrs Djan-Krofa's evidence that she suspected that the BOS Charge was attached to the estate and she intended to make further enquiries about the origin of the charge. She wrote to BOS before completion on 1 September 2022 requesting further information about the charge using the account number associated with the charge. She did not receive a reply from BOS to her letter. In these circumstances, she was correct in stating in her email to Client A that she awaited a response from BOS.

Allegation 1.2.2

27.13 The Tribunal accepted Mrs Djan-Krofa's evidence that when she wrote the email to

Kreston Law on 21 April 2023, she genuinely believed that the Hillesden Securities Charge had been discharged. She wrote to Hillesden Securities on 1 September 2022 asking for a breakdown of the Hillesden Securities Charge. She did not receive a response to the letters, and she assumed that it was redeemed on completion of the sale of Property A as was the usual practice in the Firm. However, the Tribunal noted that no one from the Firm chased Hillesden Securities after 1 September 2022 when a response was not received by the Firm. Further, Mrs Djan-Krofa did not check the Ledger for confirmation that the Hillesden Securities Charge had been discharged after completion as she genuinely believed.

27.14 The Tribunal noted that after the Firm received the letter dated 2 November 2022 from Dryden's in relation to the RBS Charge, no one from the Firm responded to this letter. The Tribunal accepted Mrs Djan-Krofa's evidence that she did not check the Ledger for confirmation that the RBS Charge had been redeemed on completion of the sale of Property A, as was the usual practice in the Firm.

27.15 The Tribunal accepted Mrs Djan-Krofa's evidence that she was suspicious of the Halifax and MDRL correspondence she received in relation to the BOS Charge. She believed that further enquiries needed to be made to confirm that it should be redeemed from funds from the sale of Property A as there was a possibility that this charge was associated with the estate.

27.16 The Tribunal determined that on 21 April 2023 Mrs Djan-Krofa could not have been certain of the status of the Charges without checking Client A's file. Proper professional practice would have been to check the Ledger so that she was informed if the Charges had been redeemed. She ought to have known that at the time of writing the email to Kreston Law on 21 April 2023 that none of the charges had been discharged. The Tribunal considered Mrs Djan-Krofa's evidence that she should have checked the Ledger to inform herself of the status of the Charges. This omission meant that she was ill-informed when she wrote to Kreston Law and the information conveyed in her email could be misinterpreted.

27.17 Having made those factual findings, the Tribunal then considered Mrs Djan-Krofa's state of mind. In applying the test established in *Ivey* with respect to dishonesty, the Tribunal noted her characterisation of her actions as arising from her misplaced belief that the Charges were discharged on completion of the sale of Property A. The Tribunal found that she genuinely believed that the automatic process of the Firm would have resulted in the discharge of the Charges.

27.18 The Tribunal gave weight to the circumstances surrounding Mrs Djan-Krofa's state of mind at the material time. The evidence revealed a practitioner who was professionally vulnerable as a result of the depletion of staff in a small firm leading to increased pressure on her as the sole director, partner, and owner of the Firm. The Tribunal also placed significant weight on her persistence in making enquiries relating to the BOS Charge which she was not convinced was a real charge attached to Property A. In making several enquiries and delaying payment of this Charge she acted in her Client A's best interests and safeguarded her client's asset.

27.19 Next, having established Mrs Djan-Krofa's actual state of mind as to knowledge or belief of the facts the Tribunal moved to the second, objective, part of the test by

establishing what ordinary decent people would think of her conduct knowing all of the facts. It concluded that ordinary decent people would not regard her as dishonest. This conclusion was based on the Tribunal's finding that ordinary decent people would find that Mrs Djan-Krofa had no motivation for being dishonest and self-serving. Her misconduct was one of omission in that she failed to check the Ledger which would have informed her if the Charges had been discharged before she sent the email on 21 April 2023. There was no intent to deceive, albeit that she showed an impairment of judgment in failing to check the Ledger. The Tribunal determined that client monies were not at risk and there was no evidence of intent to deceive for personal gain. Mrs Djan-Krofa's bereavement and established professional reputation of 20 years pointed to error in judgment and lapses in case management rather than deliberate deception constituting actual dishonesty.

27.20 The Tribunal therefore did not find Mrs Djan-Krofa to have been dishonest. The Tribunal considered the other alleged breaches. In doing so the Tribunal considered the definition of integrity as set out in *Wingate*. Integrity in a professional context means adhering to the higher ethical standards that society expects from solicitors. It requires more than just honesty; professionals must be scrupulously accurate and act in ways that uphold their profession's ethical standards.

27.21 By applying *Wingate*, Mrs Djan-Krofa's failure to check the Ledger before she sent the email to Kreston Law demonstrated a lack of integrity. Further, such conduct undermined public confidence in solicitors and legal services. She admitted in oral evidence that she should have checked the Ledger when information was sought about the Charges. Any reasonable person instructing a solicitor in a conveyancing matter where there were outstanding equitable charges would expect their solicitor to refer to a document which would have provided definitive information about redemption of charges on the property. By failing to check the Ledger before she sent the email to Kreston Law and stating that she was chasing the lenders for confirmation of discharge of the Charges, when she did not, she ought to have known that payments had not been made to redeem the Charges. Objectively, there was no doubt that her actions were professionally wrong, potentially misleading to third parties and below the standards expected of a solicitor. Mrs Djan-Krofa therefore breached Principle 5 and Principle 2 of the Principles and failed to fulfil Paragraph 1.4 of the Code. Mrs Djan-Krofa responded in a timely manner to an earlier email from Kreston Law. However, the Tribunal determined that in doing so, she sought to act in the best interests of Client A and, therefore, there was no breach of Principle 7. The Tribunal further determined that there was no breach of Paragraph 4.2 of the Code because in sending the email to Kreston Law she did not risk the client monies entrusted to her by Client A.

27.22 In conclusion, the Tribunal found Allegation 1.2.2 proved in part.

Allegation 1.2.3

27.23 The Tribunal did not find this allegation proved. The Tribunal found that Mrs Djan-Krofa's email to the IO of 24 January 2024 stated that she would provide the IO with a comprehensive response to her initial email on 29 January 2024. However, a follow up response was not provided by Mrs Djan-Krofa to the IO. The Tribunal determined that her email provided a confused answer to the IO but that she did not lie in her email and state that the Charges had been discharged. It noted that the IO's evidence was that she

took over the investigation into Mrs Djan-Krofa's conduct from the previous IO in October 2023. The Tribunal found that at the time of the telephone conversation and email exchange on 24 January 2024, the IO did not have a full grasp of the investigation into Mrs Djan-Krofa's conduct. The Tribunal noted the IO's evidence that she was new to the case, and she did not know the background to the file. The IO stated in her witness statement that her understanding was that the Charges had been paid even though Mrs Djan-Krofa did not state in the email that they had been discharged. The Tribunal determined that the IO was confused by the conversation she had with Mrs Djan-Krofa and the email did not clarify matters for her.

Previous Disciplinary Matters

28. Mrs Djan-Krofa had no previous disciplinary findings recorded against her.

Mitigation

29. Mrs Djan-Krofa asserted that she had always acted with honesty and integrity during her professional career. She had an unblemished disciplinary and regulatory history of nearly 20 years. She described her work ethic as client focused. Her professional approach centred on treating all clients equally and thoroughly addressing each instruction to ensure success.

30. She submitted that the case had put an enormous strain on her health and well-being, particularly because she had always tried to advise her clients with honesty, sincerity, and care. She found it devastating to be called to answer a case before the Tribunal. She accepted the mistakes that she made and the delays that occurred when dealing with this matter. She accepted that she should have handled parts of the matter differently. She emphasised that client monies were never at risk. Where information was incomplete this was because of honest belief and the acute pressures of the personal and professional circumstances she faced at the material time. There was never a deliberate attempt to mislead her client or any professionals she dealt with.

31. Mrs Djan-Krofa was under immense pressure at the material time. She dealt with confusing and conflicting information from BOS, the sudden death of a long-standing colleague, the collapse of administrative support, multiple bereavements of client and family members alongside the SRA investigation. Mrs Djan-Krofa tried to keep everything going, often on her own with caring obligations at home. In hindsight she could see that she became overwhelmed.

32. The Firm was inspected during at least three visits and client accounts were found to be in order. There was never any suggestion of misappropriation or misuse of client funds. This had always been of utmost importance to Mrs Djan-Krofa.

33. In the lead up to the hearing, the stress experienced by Mrs Djan-Krofa became so severe that her doctor insisted that she attended an urgent medical appointment. This was the reason why she sought an adjournment of the hearing. She was genuinely unwell and the investigation and preparation for the hearing affected her health in a way she never imagined possible.

34. Mrs Djan-Krofa asserted that she never acted dishonestly. Every statement she made

during her professional work for Client A was based on what she genuinely believed at the time. She insisted that she may have misunderstood what was being asked of her and communicated imperfectly but she did not set out to mislead anyone.

35. Mrs Djan-Krofa acknowledged expressing remorse from the beginning of the proceedings and stated that such actions would never occur again. While she did not view her actions as dishonest, she regretted responding slowly in some circumstances. She was truly sorry for the delay and difficulty her actions or omissions may have caused. She had reflected deeply and she had learned from the experience. She had taken steps to ensure that circumstances like the ones that arose would never happen again. One such example was that the Firm had employed a Finance Director to prevent such circumstances arising again.

36. Mrs Djan-Krofa asked the Tribunal to consider her long and previously unblemished career, the absence of any personal gain, the fact that all charges were ultimately discharged, the confirmation that client monies were never at risk and the genuine human pressures that contributed to any delays. She was an example of someone who was under immense strain who was trying and at times failing to cope with the circumstances that she faced. She emphasised that this was her first complaint in her entire career.

Submissions on Sanction

37. Mr Scott-Joynt applied for the Applicant to be heard on sanction.

38. The Tribunal refused the application. The Tribunal was an expert one and capable of reaching its own decision on sanction with reference to its view of the facts, mitigation, the sanctions guidance, and its own experience.

Sanction

39. The Tribunal considered its Guidance Note on Sanctions (11th edition of February 2025) ("the Sanctions Guidance") and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 179. In doing so the Tribunal had to assess the culpability and harm identified together with the aggravating and mitigating factors that existed.

40. In determining culpability, the Tribunal found that there was no motivation for the misconduct. It appeared that Mrs Djan-Krofa's actions had been spontaneous. She made instant decisions when acting on Client A's matter, rather than engaging in calculated wrongdoing. She had been in direct control of her actions and though her 20 years of experience could have increased her culpability she was overwhelmed by the circumstances she was faced with when she realised the Charges were not discharged on completion of the sale of Property A.

41. The Tribunal acknowledged the potential, if not actual harm to Client A. Mrs Djan-Krofa had acknowledged the harm caused to Mr Eren and Kreston Law when the Charges were not discharged as required by the undertaking she gave. Harm was also caused to the lenders involved in the purchase of Property A. Mrs Djan-Krofa's conduct had been a complete departure from the "*complete integrity, probity and*

trustworthiness" expected of solicitors and harmed the profession's reputation. The Tribunal considered that Mrs Djan-Krofa did not intend nor foresee the potential for harm that would result from her actions as she genuinely believed that the Charges would be discharged by the Firm on completion. Nevertheless, this was a matter to which she should have given much more thought, and which would have led her to check the Ledger for information relating to payments of the Charges.

42. When examining aggravating factors, the Tribunal noted that dishonesty was found not proved, eliminating what would have been a major aggravating factor. The conduct was not deliberate and calculated, though it was repeated as years passed before the Charges were redeemed and removed from the Charges Register. The conduct involved no abuse of power for personal gain and included no concealment of wrongdoing. Mrs Djan-Krofa's openness about her actions where she did not seek to place the blame for the conduct on others was noted by the Tribunal. As was the absence of any previous disciplinary matters further limited aggravating factors.

43. There were significant mitigating factors. Although the conduct took place over a prolonged period of time the conduct related to a single matter involving one client in a previously unblemished career of 20 years of practice without complaint. Her demonstration of remorse provided additional mitigation although the Tribunal was not convinced that Mrs Djan-Krofa clearly understood the seriousness of her conduct and the potential for harm which could have flowed from it. Crucially, the public turns to a solicitor precisely because they can expedite the sale of a property with expert knowledge of procedure and the legal requirements to deal with the discharge of charges on completion. The conveyance of a property subject to several charges is a significant and serious event and procedures to redeem charges on completion are there for good reason. The Tribunal noted that Mrs Djan-Krofa admitted two of the allegations in the Rule 12 Statement in her Answer.

44. The health concerns, her emotional vulnerability and impaired judgment represented an explanation but not an excuse for the serious misconduct found by the Tribunal. Every question she was asked about the Charges could have been answered if she had taken the simple step of checking the Ledger.

45. In determining the most appropriate sanction the Tribunal considered the least serious sanctions first, adopting a 'bottom up' approach. The Tribunal found a breach of integrity under Principle 5 and conduct which could undermine the trust the public placed in solicitors under Principle 2 to be so serious that no order, a reprimand or fine would have been inadequate to reflect the gravity of the breaches or provide adequate deterrent effect. However, the absence of dishonesty combined with the circumstances found to have been present, meant that the most severe sanctions of striking off or immediate suspension would have been disproportionate.

46. Therefore, the Tribunal decided that in all the circumstances a suspended suspension, a fine in the sum of £20,000.00 and a Restriction Order represented the most appropriate and proportionate sanction it could impose to mark the undoubted seriousness of the misconduct, protect the public and maintain the reputation of the profession. The Restriction Order required Mrs Djan-Krofa to confirm to the SRA by 27 March 2026 that she had employed an individual in the Firm, unrelated to her, in the position of Finance Director. The sanction allowed for rehabilitation, permitting Mrs Djan-Krofa

to continue practicing while taking steps to recalibrate her professional objectivity and observance of the rules, Codes and Principles which govern modern practise.

47. The suspended suspension reflected a conclusion that Mrs Djan-Krofa's conduct while objectively wrong and professionally inadequate, represented an error in judgment under difficult circumstances rather than a failing deserving of the most severe sanctions available to the Tribunal. The Tribunal determined that it was not minded to prevent her from continuing to practise which would have penalised her existing clients unnecessarily and thereby caused them potential harm.

48. The Tribunal considered that this case presented a warning that even experienced professionals could make serious errors in judgment under extreme stress, that personal issues could impair decision-making and risk perception and that well intentioned actions could still breach professional standards. Solicitors as legal professionals should ensure that they retained professional objectivity and seek help where there was a danger that such objectivity was challenged or capable of being compromised.

Costs

49. Mr Scott-Joynt applied for the SRA's costs stating that the amount sought was in the sum of £27,258.68. The Costs comprised of Part A. SRA Costs in the sum of £8411.00, Part B. SRA Supervision Costs in the sum of £3,937.50, Part C. Attendance at Hearing Costs in the sum of £2,210.00 and Part D. Disbursements in the sum of £10,900.18 (including VAT). Mr Scott-Joynt submitted that the case had been conducted reasonably, was properly brought and had been advanced appropriately and proportionately. He submitted that the costs claimed were reasonable being neither disproportionate nor excessive.

50. Whilst there had been SRA Supervision Costs in the sum of £3,937.50, there had been no duplication of work and the time spent in preparing the case was reasonable and proportionate.

51. Mr Scott-Joynt directed the Tribunal to Rule 43(4) of the SDPR 2019 which outlined factors the Tribunal must consider when deciding whether to make a costs order. He asserted that the proceedings had been correctly brought and that as a point of principle it was right that the SRA should recover its costs. He submitted that very serious findings had been made and that the majority of the SRA's case had been admitted or found proved.

52. Mrs Djan-Krofa objected to the costs application of £27,258.68. She submitted dishonesty was not proved by the SRA and she had a previously unblemished regulatory and disciplinary history. She further submitted that the time taken by the SRA to review documents was excessive in the context of the time taken to draft the case plan. She asserted that the time taken to draft the Rule 12 Statement and the supervision costs were also excessive. She drew the Tribunal's attention to the typing error on page 2 of the Costs Schedule in the Part C. Attendance at Hearing Costs which referred to 2023 instead of 2026. She argued that the SRA was aware of her application to adjourn the substantive hearing, so it was unnecessary for the SRA's instructing solicitor to attend the hearing when counsel was instructed. She submitted that the costs claimed by the SRA were unreasonable and disproportionate as she admitted two of the allegations and

the serious allegations were not proved.

53. Mr Scott-Joynt replied to Mrs Djan-Krofa's submissions. He argued that the supervision costs were high, but this was on account of Mrs Djan-Krofa's failure to fully cooperate with the SRA's investigation. The time spent drafting the Rule 12 Statement was a necessary cost as serious allegations were made. The instructing solicitor attended the hearing to assist with witnesses. He submitted that it would have been unusual for the instructing solicitor to be absent in such circumstances.

54. Mr Scott-Joynt further submitted that the Statement of Means should have been filed on 19 February 2026 and as it was only filed on 20 March 2026 the SRA did not have sufficient time to properly consider the information contained therein. He submitted that it appeared incomplete and the SRA was not in a position to make detailed submissions on the Statement of Means because no evidence was filed to substantiate its contents.

The Tribunal's Decision on Costs

55. The Tribunal examined the SRA's costs schedule with care, applying the provision of Rule 43 SDPR 2019. Then, the Tribunal carefully considered Mrs Djan-Krofa's Statement of Means.

56. The Tribunal found that the case was properly brought by the SRA and that serious findings were made against Mrs Djan-Krofa, including breaches of Principles 2 and 5 and the Code. The substantive hearing took the anticipated two days. The allegations had been reasonably pursued with an appropriate amount of time spent on the preparation and presentation of the matter. Accordingly, the Tribunal deemed that the SRA was entitled to the entirety of the costs claimed in the sum of £27,258.68.

Statement of Full Order

57. The Tribunal ORDERED that the Respondent, MAAME ADJOA DOKU DJAN-KROFA, Solicitor, be SUSPENDED from practice as a solicitor for the period of 12 months, such suspension to be suspended for a period of 24 months to commence on the 20th day of March 2026, do pay a fine of £20,000.00, such penalty to be forfeit to His Majesty the King.

57.1 The Tribunal further Ordered that the Respondent shall be subject to the following Restriction Order for a period of 24 months to commence on the 20th day of March 2026:

57.1.1 The Firm, of which the Respondent is the sole authorised individual, cannot operate without employing an individual (unrelated to her) in the position of Finance Director, details of which to be provided to the SRA by 4pm on the 27th March 2026.

57.1.2 The Tribunal further Ordered that the Respondent do pay the costs of and incidental to this application and enquiry fixed in the sum of £27,258.68.

Dated this 24th day of April 2026
On behalf of the Tribunal

A. Kellett

A. Kellett
Chair