Solicitors Regulation Authority

Ming Fai Tam
Solicitor
451937

This individual is also known as Matthew Tam

Agreement Date: 5 September 2025

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 5 September 2025

Published date: 29 September 2025

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Batchford Solicitors, latterly MFT (a registered sole practice)

Address(es): 401 Davinia House, 137-149 Goswell Road, London EC1V 7ET, and 609 Cannon Wharf, Pell Street London SE8 5EN

Firm ID: 647493

Firm or organisation at date of publication

Name: Chan Neill Solicitors LLP

Address(es): 120 Cannon Street, London EC4N 6AS

Firm ID: 668071

Outcome details

This outcome was reached by agreement.

Decision details

1. Agreed outcome

1.1 Mr Ming Fai Tam (AKA Matthew Tam), a solicitor and former partner of Batchford Solicitors (a partnership) which closed in 2018, recognised sole practitioner and former owner of Batchford Solicitors, latterly MFT Solicitors (a registered sole practice) which closed in 2021 (collectively

the Firms), agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

a. he is fined £17,083
b. to the publication of this agreement
c. he will pay the costs of the investigation of £1,350.

2. Summary of Facts

2.1 Company A and its associated special purpose vehicles carried on business as property developers promising to construct or refurbish buildings which were to be divided into units such as flats, student or hotel rooms, serviced offices or mews houses in ten development schemes and offering property investment opportunities in these schemes. These development projects were marketed to buyers mainly in the far east as buy to let investment properties with guaranteed income and buy back incentives.

2.2 Between 2017 and 2020, the Firms acted on behalf of numerous overseas buyers in respect of their purchase of around 312 properties within the above development projects. Mr Tam was assisted by person A, a barrister and part time consultant/locum/paralegal in relation to these matters but failed to provide person A with adequate training or supervision.

2.3 The scope of the Firms' retainers as stated in the client engagement letters was very wide and included 'acting on your behalf and dealing with all legal requirements' (or similar wording). Clients paid fees of around £1,295 per property (excluding disbursements such as Land Registry fees) and paid initial deposits of between 30% to 100% of the purchase price.

2.4 Ultimately, the developments failed. Either the construction works were not carried out at all or to any significant extent, or the works were completed (after long delays) but the rental and capital returns were not paid.

2.5 The SRA conducted a Forensic Investigation of fourteen client files in six developments which identified a failure to advise:

a. on the risks of purchasing a property from a special purchase vehicle with no trading accounts.
b. that the deposits were higher than would normally be expected for a typical conveyancing transaction and there was a risk of losing the entire deposit.
c. the buy back provisions were only of use if the company had the necessary funds.
d. the rental assurance provision would only be effective if the requisite development completed and an appropriate insurance policy put in place.

e. rental agreements entered into at the time of purchase would be unenforceable if the lessee company failed.

2.6 The SRA subsequently identified similar failures following a review of further eighteen files in the remaining four developments.

2.7 Mr Tam was not aware of the SRA Warning Notices in relation to investment schemes prevailing at the requisite times.

3. Admissions

3.1 Mr Tam makes the following admissions which the SRA accepts:

a. by failing to give adequate advice to clients on the risks inherent in off plan buyer led investment schemes and failing to ensure that clients fully understood those risks, Mr Tam failed to achieve:
    i. outcome 1.2 of the SRA Code of Conduct 2011- you provide services to clients in a manner which protects their interests in their matter, subject to the proper administration of justice
    ii. outcome 1.5 of the SRA Code of Conduct 2011– the service you provide to clients is competent, delivered in a timely manner and takes account of your clients' needs and circumstances
    iii. paragraph 3.2 of the SRA Code of Conduct 2019- you ensure that the service you provide to clients is competent and delivered in a timely manner
    iv. paragraph 3.3 of the SRA Code of Conduct 2019- you maintain your competence to carry out your role and keep your professional knowledge and skills up to date
    v. paragraph 3.4 of the SRA Code of Conduct 2019- you consider and take account of your client's attributes, needs and circumstances.

    And Mr Tam therefore breached:

    vi. Principle 4 of the SRA Principles 2011 and Principle 7 of the Principles [2019] – act in the best interests of each client
    vii. Principle 5 of the SRA Principles 2011– provide a proper standard of service to clients
    viii. Principle 6 of the SRA Principles 2011 and Principle 2 of the Principles [2019] – public trust and confidence
b. by failing to train or supervise person A adequately or at all, Mr Tam failed to achieve:
    i. outcome 1.5 of the of the SRA Code of Conduct 2011- the service you provide to clients is competent, delivered in a timely manner and takes account of your clients' needs and circumstances
    ii. outcome 7.6 of the SRA Code of Conduct 2011- you train individuals working in the firm to maintain a level of

competence appropriate to their work and level of responsibility

iii. outcome 7.8 of the SRA Code of Conduct 2011- you have a system for supervising clients' matters, to include the regular checking of the quality of work by suitably competent and experienced people

iv. paragraph 3.5 of the SRA Code of Conduct 2019- Where you supervise or manage others providing legal services (a) you remain accountable for the work carried out through them; and (b) you effectively supervise work being done for clients.

v. paragraph 3.6 of the SRA Code of Conduct 2019- You ensure that the individuals you manage are competent to carry out their role, and keep their professional knowledge and skills, as well as understanding of their legal, ethical and regulatory obligations, up to date.

And Mr Tam therefore breached:

vi. Principle 4 of the SRA Principles 2011 and Principle 7 of the Principles [2019]- act in the best interests of each client

vii. Principle 5 of the SRA Principles 2011- provide a proper standard of service to clients

viii. Principle 6 of the SRA Principles 2011 and Principle 2 of the Principles [2019] – public trust and confidence

ix. Principle 8 of the SRA Principles 2011- you must run your business or carry out your role in the business effectively and in accordance with proper governance and sound financial and risk management principles.

4. Why a fine is an appropriate outcome

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers where there has been a failure to meet its standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account the admissions made by Mr Tam and the following mitigation which he has put forward:

a. Mr Tam undertakes training and keeps abreast of legal developments.
b. Mr Tam's files are reviewed by partners in his current firm.
c. Mr Tam no longer takes on work involving the sale of fractional units such as hotel rooms or office space and only takes on work involving new build transactions where deposits are protected and are no greater than 10%.
d. there was no referral or any other fee sharing arrangements between the Firms and Company A.

4.3 The SRA considers that a fine is the appropriate outcome because:

a. the SRA's Warning Notice issued on 21 September 2016 warned practitioners of the need for caution, independent and rigorous verification into such schemes and the investments companies.
b. the SRA's Warning Notice issued on 23 June 2017 provided further warnings as to the risks involved in off plan investment schemes.
c. Mr Tam had a duty to advise clients of the obvious inherent risks that had come or ought to have come to his attention.
d. Mr Tam, as a supervisor and as a principal of the Firms was under a duty to ensure that he provided person A with adequate training and supervision and that person A provided a competent service to clients and made them aware of all relevant issues, including the risks inherent in the investments they were making. Members of the public would not expect solicitors to engage staff with limited experience and allow them to act without adequate training and supervision.
e. there were no referral or fee sharing arrangements in place with Company A.
f. Mr Tam assisted the SRA during the investigation.
g. there is a low risk of repetition in light of the mitigation provided by Mr Tam above.
h. a proportionate outcome which is in the public interest, creates a credible deterrent to others and the issuing of such a sanction signifies the risk to the public, and the legal sector which arises when solicitors fail to comply with their professional regulatory rules.

4.4 A fine is appropriate to uphold public confidence in the solicitors' profession and in legal services provided by authorised persons because clients lost money following their investments in the development schemes which they may have reconsidered had they received proper and adequate advice. Issuing a fine to solicitors who give inadequate advice demonstrates to the public that the SRA takes such matters seriously and expects solicitors to maintain appropriate standards. A financial penalty therefore meets the requirements of rule 4.1 of the Regulatory and Disciplinary Procedure Rules.

5. Amount of the fine

5.1 The amount of the fine has been calculated in line with the SRA's published guidance on its approach to setting an appropriate financial penalty (the Guidance).

5.2 Having regard to the Guidance, the SRA and Mr Tam agree that the nature of the misconduct was high because the failure to advise clients adequately or at all of inherent risks in off plan buyer led investment schemes was evident across all such matters and formed a pattern of misconduct. The Guidance gives this type of misconduct a score of three.

5.3 The SRA considered the impact of the misconduct is medium because it did cause harm. Clients assert they have lost large amounts of money which may have been avoided if Mr Tam had given adequate advice. The Guidance gives this level of impact a score of four.

5.4 The nature and impact scores add up to seven. The Guidance indicates a broad penalty bracket of between 16% and 49% of Mr Tam's gross annual income.

5.5 In deciding the level of fine within this bracket, the SRA has considered the mitigation, and the steps Mr Tam is taking to prevent a similar occurrence. However, the SRA has also considered that his conduct formed a pattern of behaviour which caused harm.

5.6 On this basis, the SRA considers a basic penalty of £17,083 which is at the highest end of the bracket to be appropriate.

5.7 Mr Tam does not appear to have made any financial gain or received any other benefit above the level of the basic penalty as a result of his conduct. Therefore, no adjustment is necessary to remove this and the amount of the fine is £17,083.

6. Publication

6.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process. Mr Tam agrees to the publication of this agreement.

7. Acting in a way which is inconsistent with this agreement

7.1 Mr Tam agrees that he will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

7.2 If Mr Tam denies the admissions, or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

7.3 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of principles 2 and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

8. Costs

8.1 Mr Tam agrees to pay the costs of the SRA's investigation in the sum of £1,350. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

Solicitors Regulation Authority

Search again [https://www.sra.org.uk/consumers/solicitor-check/]