



Trevor Munn
Solicitor
117423

[Agreement Date: 22 December 2023](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 22 December 2023

Published date: 9 January 2024

Firm details

No detail provided:

Outcome details

This outcome was reached by agreement.

Reasons/basis

1. Agreed outcome

1.1 Mr Trevor Munn, a solicitor who formerly practised through the sole practice Trevor Munn (the Firm), agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. he undertakes to apply to remove his name from the Roll of Solicitors (the Roll) within 28 days of the date of this Agreement and further undertakes that he will not apply to be re-admitted to the Roll for a period of two years
- b. to the publication of this agreement
- c. he will pay the costs of the investigation of £1,350.

1.2 Mr Munn provided the following undertakings to the SRA:

- a. He undertakes to apply to remove his name from the Roll within 28 days of the date of this Agreement.
- b. He undertakes that he will not apply to be re-admitted to the Roll for a period of two years.
- c. He undertakes that he will not:
 - i. be employed or remunerated by a solicitor in connection with a solicitor's practice
 - ii. undertake work in the name of, or under the direction or supervision of a Solicitors Regulation Authority



- iii. be employed or remunerated by a recognised body
- iv. be employed or remunerated by a manager or employee of a recognised body in connection with that body's business
- v. be a manager of a recognised body
- vi. have or intend to acquire an interest in such a body

without such solicitor or recognised body seeking prior approval from the SRA.

2. Summary of Facts

2.1 Mr Munn acted for his client (a property developer), whose purpose was to buy, redevelop and sell large property developments. In order to fund the purchase and redevelopment of their properties the client relied on unsecured loans from private investors.

2.2 The unsecured loans from private investors were secured by personal guarantees by the client. In addition, Mr Munn provided a total of 10 undertakings, relating to two separate property developments (referred to as developments A and B below), in which he undertook to account to the investors from any sale proceeds of developments A and B, on the understanding that he would be instructed in the sale of those developments.

Property development A

2.3 In February 2012, Mr Munn was instructed to act for his client in respect of property development A. A total of £1,170,000 was loaned to his client for development A by private investors. Mr Munn provided six undertakings. In these undertakings he undertook to repay the loans inclusive of 15% interest per annum after the sale of development A, providing that he had sufficient funds available. The undertakings further stated that in the event that there were insufficient funds to repay the investors, his client would be liable to repay the monies under their personal guarantees.

2.4 On 22 May 2015 the client dis-instructed Mr Munn and instructed a new firm of solicitors to deal with the sale of development A. There is no available independent evidence to suggest that Mr Munn took steps to notify the new firm of the six undertakings he had given to private investors in relation to development A.

2.5 There were insufficient funds available from development A to repay all of the investors. Following the sale of development A, none of the six private investors were repaid any of their loan from the proceeds of the sale.

Undertaking which could not be complied with



2.6 In respect of development A, one of the investors provided a loan totalling £200,000; of which £130,000 was paid to the Firm's client account on 26 March 2012 and £70,000 on 25 June 2012.

2.7 Mr Munn provided an undertaking to this investor on 28 June 2012, whereby he undertook to use all of the £200,000 loan towards the deposit of development A. However, this undertaking could not be complied with as Mr Munn had already used part of the investor's loan to pay a third party connected to development A.

Property development B

2.8 Mr Munn was instructed to act for his client in respect of development B in 2013. A total of £1,920,000 was invested by private investors into development B. Mr Munn provided five undertakings to the private investors Mr Munn in relation to the distribution of the proceeds of sale of development B.

2.9 The client instructed a new firm of solicitors to deal with the sale of development B on 11 May 2015. The new firm was made aware of one of the undertakings given by Mr Munn, where the investor had priority of repayment, and this undertaking was complied with following completion.

2.10 However, there is no available independent evidence to suggest that Mr Munn took steps to make the new firm aware of the remaining four undertakings he had given to private investors in relation to development B. Consequently, four of the investors were not repaid their money by the new firm following completion, even though there were sufficient funds available to discharge some of these undertakings.

3. Admissions

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

1. Mr Munn failed to perform 10 undertakings given to private investors between 10 June 2012 and 8 October 2013 in relation to two property developments, and in so doing he:
 - i. breached Principle 6 of the SRA Principles 2011
 - ii. failed to achieve Outcome 11.2 of the SRA Code of Conduct 2011
2. On 28 June 2012, he gave an undertaking to a private investor, which he knew or should have known he was unable to comply with and in doing so he:
3. breached Principle 6 of the SRA Principles 2011
4. failed to achieve Outcome 11.2 of the SRA Code of Conduct 2011

4. Why the agreed outcome is appropriate



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 Munn and the following mitigation which he has put forward:

- a. At the time of providing the undertakings, Mr Munn believed that he would be able to and had every intention of discharging the obligation.
- b. Mr Munn's recollection is that he did inform the firm instructed in the sale of developments A and B of the undertakings given to the private investors.
- c. At the relevant time, Mr Munn believed that he was in compliance with the undertaking described in paragraphs 2.6 and 2.7 as the party to which he paid a portion of the investor's money was connected with development A.
- d. The conduct took place in 2012 - 2013 and the SRA has not received any other reports or complaints about Mr Munn since then.
- e. Mr Munn has co-operated with the SRA throughout the investigation.
- f. Mr Munn has now retired and so the risk of repetition is low.

4.3 The SRA considers that removal from the Roll is the appropriate outcome because:

- a. Mr Munn disregarded the risk of harm and his regulatory obligations when he failed to perform the 10 undertakings he had given to private investors and when he provided an undertaking to an investor which he could not comply with.
- b. Mr Munn failed to take any steps to release himself from the undertakings or take sufficient steps to notify the new firm of all the undertakings he had given.
- c. Mr Munn's conduct had an impact on the standing of the profession. Being able to place reliance on solicitor's undertaking is a fundamental tenet of the legal profession and he has failed to uphold this expectation.
- d. Following the Enforcement Strategy, the above factors would ordinarily warrant a referral to the Solicitors Disciplinary Tribunal. However, in light of the mitigation and undertakings offered by Mr Munn, the SRA does not consider it is necessary, proportionate or in the public interest to pursue the allegations to the Tribunal. Mr Munn's voluntary removal from the Roll reflects the gravity and seriousness of the conduct without the requirement for further sanctions.

5. Publication



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

6. Acting in a way which is inconsistent with this Agreement

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

6.2 If Mr Munn denies the admissions, breaches the undertakings referred to in paragraph 1.2 above 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.

6.3 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.

7. Costs

Mr Munn agrees to pay the SRA's investigation costs in the sum of £1350.

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