

A Selection of Disciplinary Cases

個案 1

無牌從事地產代理工作

某地產代理在未有向僱主披露的情況下，同時擔任物業買賣雙方的代理。該地產代理在受僱於其僱主期間，安排買賣雙方訂立臨時買賣協議。他跟著在辭職的翌日安排買賣雙方完成交易及向買賣雙方收取佣金。

該地產代理在早於其辭職前，並沒有於地產代理牌照到期前向監管局申請地產代理牌照續期。在安排客戶訂立臨時買賣協議時及於物業交易時，該地產代理並無有效牌照。

該地產代理被裁定觸犯以下罪行：(i)觸犯《地產代理條例》第16(1)(a)及第55(1)(b)條：在無合理辯解的情況下無牌以營業員身分行事；及(ii)觸犯《地產代理條例》第15(1)(b)和第55(1)(a)條：在無合理辯解的情況下無牌以地產理身分行事。該地產代理就每項罪行被罰款五千元。

有關事件轉介至紀律委員會，以根據《地產代理條例》第19(1)(c)條決定該地產代理是否持有或繼續持有地產代理牌照的適當人選。

經考慮證據和各方在研訊中作出的陳述，紀律委員會認為發牌是規管制度的重要一環及該地產代理所觸犯的罪行嚴重，影響其誠信。紀律委員會有責任保障公眾避免因從業員缺乏操守而受損，故撤銷該地產代理的牌照。

Case 1

Unlicensed estate agency work

An estate agent acted as a dual agent for both the purchaser and the vendor of a property without disclosing it to his employer. He arranged for the parties to enter into a provisional agreement for sale and purchase while he was still in his employment. He then concluded the deal on the day after he had resigned from his employer and received commissions from both the vendor and the purchaser.

Well before his resignation, the estate agent did not renew his licence with EAA on expiry. At the time of arranging for his clients to enter into the provisional agreement for sale and purchase and at the time of concluding the deal, the estate agent did not have a valid licence.

The estate agent was subsequently convicted of the offences of (i) without reasonable excuse acting as a salesperson for a licensed estate agent without a licence, contrary to sections 16(1)(a) and 55(1)(b) of the Estate Agents Ordinance (EAO); and (ii) without reasonable excuse acting as an estate agent without a licence, contrary to sections 15(1)(b) and 55(1)(a) of the EAO. The estate agent was fined \$5,000 for each of the offences.

The matter was referred to the Disciplinary Committee for determining whether the estate agent was a fit and proper person to hold or continue to hold an estate agent's licence under section 19(1)(c) of the EAO.

After considering the evidence and representations made by the parties at the inquiry hearing, the Disciplinary Committee was of the view that the licensing requirement was fundamental to the regulatory regime and that the offences committed by the estate agent were serious which impinged on his integrity. The Disciplinary Committee has a duty to protect the public against unscrupulous practitioners, and the Disciplinary Committee therefore revoked the licence of the estate agent.

該地產代理就紀律委員會的裁決提出上訴，但上訴審裁小組維持紀律委員會的裁決，駁回上訴。

The estate agent appealed against the decision of the Disciplinary Committee, but the Appeal Tribunal upheld the decision of the Disciplinary Committee and dismissed the appeal.

個案 2 執行地產代理工作時在公眾 地方辱罵他人

Case 2 Shouting abuse in public while performing estate agency work

三名營業員因執行地產代理工作時在公眾地方辱罵他人，而被紀律委員會停牌。

The Disciplinary Committee suspended the licences of three salespersons for shouting abuse in public while performing estate agency work.

事件發生在一個首次開售的樓盤，該三名營業員分別為所屬的僱主進行首次開售促銷活動。

The incident occurred at a first-sale site where the three salespersons had been deployed by their respective employers to perform first-sale promotion work.

事發當日下午，當營業員甲走向駛進停車場的一輛私家車內的客人時，有人踢了他一腳，令他跌倒。他看見營業員乙在他後面，認為這是營業員乙的所為。雙方激烈爭吵，有人使用辱罵及粗穢言詞，此時營業員丙與營業員乙，涉嫌襲擊營業員甲。

On the mid-afternoon on the day of the incident, when salesperson A was approaching the passengers inside a private car entering the car park, someone kicked the salesperson who then fell. He saw salesperson B behind him and believed that it was salesperson B who kicked him. A heated verbal exchange with abusive and foul language ensued during which salesperson B, joined by salesperson C, allegedly assaulted salesperson A.

警方到場後，營業員甲被送往醫院檢查傷勢。營業員乙及丙被控以「襲擊致造成實際身體傷害」罪名，但審訊後均告無罪釋放。

The police were called, and salesperson A was taken to the hospital for a medical examination. Salespersons B and C were charged with the offence of "assault occasioning actual bodily harm" but they were both acquitted after trial.

在審訊中，營業員甲向裁判法院承認他在對峙期間曾使用辱罵言詞，營業員丙的供詞則表示曾發生激烈口角，而營業員乙則一直保持緘默，並否認曾襲擊營業員甲；但營業員甲和丙及其他證人均指出營業員乙有使用粗言穢語加入對罵。

At the trial, salesperson A admitted to the Magistrate's Court that he had used abusive language during the confrontation. The statement of salesperson C recorded a heated verbal argument. Salesperson B kept silent throughout, and he denied that he had assaulted salesperson A. Both salespersons A and C and other witnesses pointed out that salesperson B had taken part in the heated verbal confrontation using foul language.

經考慮所有證據，紀律委員會的結論是，雖然對於誰人引起激烈口角的證據存在矛盾，但大量證據顯示三名營業員之間確曾向對方辱罵。尤其是事件經傳媒廣泛報道，紀律委員會非常重視此個案，認為三名營業員在公眾地方行為不檢，令地產代理行業的名聲受損，並造成無法彌補的損害。因此，紀律委員會將三名營業員停牌兩至三個月。

營業員甲仍堅持是事件的受害人，因他在事件中受到挑釁，並遇襲受傷。因此，他向上訴審裁小組提出上訴。在聽取營業員甲和地產代理監管局的陳詞後，上訴審裁小組決定維持紀律委員會的原判，暫時吊銷營業員甲牌照兩個月，駁回上訴。

個案 3

賣方贖回按揭能力存疑，卻未給予客戶適當意見

某地產代理未能建議其買方客戶與賣方商議將訂金暫交律師行託管及在沒有託管訂金的情況下，向其買方客戶解釋在物業有可能是負資產或賣方贖回現有按揭的能力存疑的情況下，不將訂金暫交律師行託管所存在的風險，因此被紀律委員會停牌。

該地產代理為買賣雙方的地產代理，卻在未進行土地查冊的情況下便促成住宅物業買賣。根據地產代理監管局取得的土地查冊資料，該物業有三項「一切款項」法定押記，但賣方拖欠承接人的總

Having considered all the evidence, the Disciplinary Committee arrived at the decision that, although there was conflicting evidence as to who provoked the heated verbal exchange, there was ample evidence that an exchange of verbal abuse did take place among the three salespersons. Particularly as there was widespread coverage of the incident in the media, the Disciplinary Committee took a serious view of the case, saying that the misconduct of the three salespersons had brought discredit and irreparable damage to the estate agency trade. The Disciplinary Committee suspended the licences of all three salespersons for two to three months.

Salesperson A maintained that he was the victim in the incident as he was provoked and sustained injuries during the attack on him. He, therefore, appealed to the Appeal Tribunal. After hearing submissions from salesperson A and from EAA, the Appeal Tribunal upheld the decision of the Disciplinary Committee to suspend the licence of salesperson A for two months and dismissed the appeal.

Case 3

Failure to give proper advice to a client where the vendor's ability to discharge the mortgage is in doubt

An estate agent had her licence suspended by the Disciplinary Committee for failing to suggest to her purchaser client to negotiate with the vendor for stakeholding deposits at a solicitors' firm and where there was no stakeholding of deposit, to explain to her purchaser client the risks of not stakeholding the deposits in a case where the property to be acquired might be a negative equity property or where the vendor's ability to discharge the existing mortgage was in doubt.

The estate agent, acting as a dual agent for both the vendor and the purchaser, put through a sale and purchase agreement for a residential property without conducting a land search. According to the land search record of the property obtained by EAA, the property was subject to three "all monies" legal charges.

金額則不得而知。然而，有證據顯示該地產代理知道該物業是賣方按承按人的要求而出售的。

該地產代理安排買方直接向賣方支付首期訂金和其餘的訂金，但成交當日，賣方並沒有出現。最後交易告吹，而買方亦無法向賣方討回訂金。

根據《常規規例》第13(4)條，為賣方行事的地產代理在緊接買賣協議訂立之前，須就物業進行土地查冊，並向買方提供土地查冊結果。

監管局的《執業通告》編號01-10規定，從業員應建議準買家與賣家協定將訂金暫交律師行託管，並解釋假如物業變為負資產，或賣方贖回現有按揭的能力存疑，不將訂金暫交律師行託管所存在的風險。

經考慮有關證據後，紀律委員會裁定該地產代理違反了《常規規例》第13(4)條。紀律委員會並裁定該地產代理未能保障客戶的權益（違反《操守守則》第3.4.1段的指引及未遵守監管局《執業通告》編號01-10訂明的指引）。鑑於該地產代理的不當行為可造成嚴重後果及對其客戶造成損失，紀律委員會下令該地產代理停牌一個月。

The total amount of money owed by the vendor to the mortgagee was not known. However, there was evidence showing that the estate agent knew that the property was sold by the vendor at the request of the vendor's mortgagee.

The estate agent arranged for the purchaser to pay both the initial deposit and the further deposit to the vendor directly. On completion, the vendor did not show up. Eventually, the transaction fell through and the purchaser could not recover the deposits from the vendor.

Under Practice Regulation section 13(4), as the agent acting for the vendor, the estate agent should have carried out a land search in respect of the property and supplied the same to the purchaser immediately before the signing of the agreement of sale and purchase.

Practice Circular No.01-10 issued by EAA states that practitioners should suggest to a prospective purchaser to negotiate with the vendor for stakeholding the deposits at a solicitors' firm and advise him of the risks of not stakeholding the deposits where the property concerned may become a property with negative equity or where the vendor's ability to discharge the existing mortgage is in doubt.

Having considered the evidence and the representations made by the estate agent at the inquiry hearing, the Disciplinary Committee found that the estate agent had breached Practice Regulation section 13(4). The Disciplinary Committee also found that the estate agent had failed to protect the interests of her client (contrary to paragraph 3.4.1 of the Code of Ethics and not following the guidelines set out in Practice Circular No.01-10). In view of the fact that the breach committed by the estate agent would bring serious consequence and had brought loss to her purchaser client, the Disciplinary Committee ordered that the licence of the estate agent be suspended for one month.

個案 4

執行地產代理工作時襲擊另一名從業員

某地產代理在裁判法院被判「襲擊致造成身體傷害」罪名成立，並根據《侵害人身罪條例》（第212章）第39條，被判罰款八千元。

受害人是另一間地產代理公司的一名代理。事發時，上述地產代理和受害人均在一幢商業樓宇連接輕鐵站的通道上派發二手物業促銷傳單。上述地產代理據稱用雙拳襲擊受害人的面部。審訊時，該地產代理辯稱在事發地點，因人多擠逼才會與受害人及其同事有身體接觸；而該地產代理亦在事件中受傷，其行為只是出於自然反應。

紀律委員會經仔細考慮所有證據後裁定，在執行地產代理工作時於公眾地方打架並導致另一名從業員受傷，屬於嚴重的行為不當，並對地產代理行業聲譽造成無法彌補的損害。因此，紀律委員下令該地產代理停牌六個月。

Case 4

Assaulting another practitioner while performing estate agency work

An estate agent was convicted at Magistrate's Court for the offence of "assault occasioning actual bodily harm" and was fined \$8,000 under section 39 of the Offences Against the Person Ordinance, Cap 212.

The victim in the incident was an agent of another estate agent company. The incident took place when the above estate agent and the victim were distributing second-hand property promotional leaflets in a passageway of a commercial complex to a light rail train station. The above estate agent allegedly punched the victim in the face with both fists. At the trial, the above estate agent in his defence stated that he had body contact with the victim and his colleagues due to busy pedestrian traffic flow at the location. He was also hurt in the incident and he merely acted out of natural response.

The Disciplinary Committee, having carefully reviewed all the evidence, found that fighting in public and causing injury to another practitioner in the course of performing estate agency work was a serious misconduct and would bring irreparable damage to the reputation of the estate agency trade. The Disciplinary Committee ordered that the licence of the above estate agent be suspended for six months.

個案 5 處理「一手」住宅物業銷售 時不謹慎和不盡責

某地產代理代表買方購買「一手」住宅物業，當時有兩個按揭計劃可供買家選擇。

《操守守則》第3.5.1段規定，地產代理和營業員在履行職務時必須盡量小心和盡一切應盡的努力。

《執業通告》編號02-11訂明指引，規定從業員應告訴買方其可能享有的優惠計劃詳情，並清楚說明有關優惠是由發展商還是由地產代理公司提供的。此外，由於銀行及發展商提供的物業貸款計劃種類繁多，有關細節也應由銀行或發展商的代表向買方詳細解釋為佳。

當該地產代理安排買家客戶就購買有關「一手」住宅單位簽署認購樓宇確定書時，買家曾詢問該地產代理有否任何付款優惠。但該地產代理並未有就此作出任何澄清，買家因而選擇了七成銀行按揭及發展商兩成半二按為付款方式。但在簽署認購確定書後，買家才得悉實際存在另一個優惠計劃，即如選擇九成銀行按揭的話，發展商可提供九六折樓價優惠作為獎勵。

在紀律研訊中，該地產代理承認未有查核所有可供選擇的按揭優惠計劃。由於該地產代理未能作出適當查詢及告訴買家以上九六折優惠計劃，該買家失去選擇該計劃的機會，紀律委員會決定暫時吊銷其牌照兩個月。

Case 5 Failure to exercise due care and due diligence in handling first sale of residential property

An estate agent acted for the purchasers in the purchase of a first-sale residential property. There were two mortgage plans available for purchasers of the residential property.

Paragraph 3.5.1 of the Code of Ethics stipulates that estate agents and salespersons shall, in fulfilling their duties, exercise due care and due diligence.

Practice Circular No.02-11 sets out guidelines that practitioners should inform buyers of the details of any incentive scheme they may have and state clearly whether the incentives are offered by the developer or the agency company. A great variety of property financing schemes exist and should preferably be explained to buyers in detail by representatives of the bank or developer concerned.

When the estate agent arranged for the purchasers to enter into a Confirmation of Instructions for the purchase of the first-sale residential property, the purchasers had enquired with the estate agent whether there was any discount in the purchase price. The estate agent failed to clarify the enquiry and the purchasers therefore elected a payment method involving a 70% bank mortgage together with a 25% second mortgage provided by the developer. After signing the Confirmation of Instructions, the purchasers then learnt about another payment incentive method involving a 90% bank mortgage for which the developer would provide a 4% discount of the purchaser price as an incentive.

At the inquiry hearing, the estate agent admitted that he had failed to check all the incentive schemes available. In view of the fact that the estate agent had failed to conduct proper enquiry and to inform the purchasers of the above 4% discount payment method, the purchasers had been deprived of the opportunity to elect such payment method. The Disciplinary Committee suspended his licence for two months.

個案 6 隱瞞地產代理乃業主的身分

兩名地產代理在未有透露自己乃註冊業主的情況下，安排客戶租入一間商舖，並從中收取代理服務佣金。

其中一名地產代理（地產代理甲）是一間地產代理公司的獨資經營者，而另一名代理（地產代理乙）則是該公司的員工。兩人均為一間店舖的註冊業主。

地產代理甲以地產代理的身分，安排客戶參觀該物業。同日，她又安排該客戶再次參觀該物業。當客戶決定租用該物業時，地產代理甲和地產代理乙安排客戶簽署一份正式租賃協議，但並未向客戶提供土地查冊結果的副本。在整個過程中，他們沒有向客戶披露自己業主的身分，並且安排第三者以業主身分簽署正式租賃協議。客戶向該地產公司支付了二千元佣金。

數日後，客戶發現店舖的排水設施不能符合其需求，要求兩名地產代理安排她與業主見面，商討解決方法。此時，兩名代理才披露自己是業主。

紀律委員會認為兩名地產代理不向客戶披露在物業中的權益可構成違反對客戶的受信責任，屬嚴重的違規行為，應嚴正對待。但考慮到其他求情因素，即兩人事後表示後悔和坦誠認錯，紀律委員會決定判處兩名地產代理停牌兩個月。

Case 6 Concealing that an estate agent is a landlord

Two estate agents arranged for a client to rent a shop and were paid a commission for their services as agents without disclosing to their client that they were also the registered owners of the shop.

One estate agent ("estate agent A") was the sole proprietor of an estate agency firm and the other ("estate agent B") worked for the estate agency firm. They were the registered owners of a shop.

Estate agent A arranged, in her capacity as the estate agent, for the client to view the property. On the same day, estate agent A arranged for the client to view the property again. When the client decided to rent the property, estate agent A and estate agent B arranged for the client to sign a formal tenancy agreement without providing her with a copy of the land search. They did not disclose that they were the landlords and arranged for a third party to sign the formal tenancy agreement in the name of the third party as landlord. The client paid the estate agency firm a \$2,000 commission.

After a few days, the client discovered that the drainage facility of the property could not meet her needs and requested the two estate agents to arrange for her to meet with the landlord to discuss the problem. Under such circumstances, the two estate agents disclosed that they were the landlords.

Having considered that the non-disclosure of the estate agents' interests in the property to their client was of a serious breach amounting to a breach of the estate agent's fiduciary duties owed to a client, the Disciplinary Committee was of the view that such a breach had to be taken seriously. After taking into consideration other mitigating factors (both the estate agents showed remorse and admitted their wrongful act with frankness and candidness), the Disciplinary Committee ordered that the two estate agents' licences be suspended for two months.

個案 7

沒有通知客戶所購物業已登記建築命令

某地產代理在安排雙方簽訂臨時買賣協議前，並未進行土地查冊及向買方提供土地查冊結果的副本，而且沒有告訴客戶有關物業有兩項已登記的建築命令，因而被紀律委員會停牌。

該地產代理向客戶介紹賣方的物業，並成功安排雙方在首次看樓後訂立臨時買賣協議。臨時買賣協議簽訂前，該地產代理並未提供土地查冊資料，只是請買方翌日自己去領取有關資料。該地產代理解釋，在簽署臨時買賣協議時，已來不及進行土地查冊。

在研訊中，該地產代理向紀律委員會承認，在安排買賣雙方簽署臨時買賣協議前，他並未進行土地查冊，且不知道有關物業已有兩項已登記的建築命令。因為在簽署臨時買賣協議前，未有進行土地查冊，該地產代理違反了《常規規例》第13(4)條。

紀律委員會認為，由於兩項建築命令的完工證在臨時買賣協議簽訂當日尚未發出，因此建築命令可能會帶來財務責任，甚至令物業的業權欠妥。如果該地產代理先為買方從土地註冊處取得土地查冊結果，然後才安排買賣雙方簽訂臨時買賣協議，便能夠告訴客戶所有潛在風險，讓客戶能採取適當措施，包括徵

Case 7

Failure to inform a client of building orders registered against the property purchased

An estate agent had his licence suspended by the Disciplinary Committee for failing to conduct and supply a copy of the land search of a property to the purchaser before arranging for parties to enter into a provisional agreement for sale and purchase and to inform the purchaser that there were two subsisting building orders registered against the property.

The estate agent introduced to the purchaser the vendor's property and successfully arranged for both parties to enter into a provisional agreement for sale and purchase on a date after the first viewing. The estate agent did not provide a land search to the purchaser before signing the provisional agreement for sale and purchase but only asked the purchaser to collect the same on the day after. The estate agent explained that at the time of the signing of the provisional agreement for sale and purchase, it was too late to conduct a land search.

At the inquiry hearing before the Disciplinary Committee, the estate agent admitted that he did not conduct any land search before arranging for the parties to sign the provisional agreement for sale and purchase and he did not know that there were two building orders registered against the property. The failure to conduct a land search before the signing of the provisional agreement for sale and purchase was a breach of section 13(4) of the Practice Regulation.

The Disciplinary Committee was of the view that since the letter of compliance in respect of the two building orders had yet to be issued on the date of the signing of the provisional agreement for sale and purchase, there was a chance that the building orders might incur financial liability or even render the title to the property defective. If the estate agent had obtained a copy of the land search from the Land Registry for the purchaser before entering into the provisional agreement for sale and purchase

詢法律意見，以保障本身的權益。該地產代理未能保障買家客戶的利益。

考慮到該個案中客戶並未蒙受任何實質損失並已完成交易，以及該地產代理提出的其他求情因素，紀律委員會裁定該地產代理停牌十四天，並須參加地產代理監管局的「持續專業進修計劃」培訓課程，在一年內獲取十分。

個案 8

地產代理在超出其能力和知識情況下，承諾完成租賃接管手續

某地產代理安排客戶及與商舖現有租客簽訂租約頂讓協議書，但協議對商舖業主無法律約束力，而且沒有訂明一旦交易告吹時雙方的權利及責任。

該地產代理同是交易雙方的代理，其客戶是接替租客，希望承接商舖的原有租賃。經該地產代理安排，客戶與現有租客簽訂一份名為「物業臨時租約」，實為租約頂讓及業務轉讓協議書的文件。但是，該地產代理在客戶簽訂該「物業臨時租約」前，並沒有提供現有租客與商舖業主簽訂的租賃協議副本，以供客戶詳閱。

with the vendor, the estate agent would have been able to advise the purchaser on all the risks involved so that the purchaser could take appropriate steps, including seeking legal advice, to safeguard her interests. The estate agent had failed to protect his purchaser client's interest.

The Disciplinary Committee, having considered that the purchaser did not suffer any actual loss in the transaction and had completed the purchase as well as other mitigating factors submitted by the estate agent, decided that the estate agent's licence be suspended for 14 days and the estate agent shall obtain 10 points under the Continuing Professional Development Scheme of EAA within one year by attending training courses.

Case 8

Undertaking to complete take-over of a lease beyond the competence and knowledge of the estate agent

An estate agent arranged for her client to enter into a lease take-over agreement with the existing tenant of a shop. However, the agreement had no binding effect on the landlord and did not delineate the rights and liabilities of the parties in the event of the take-over falling through.

The estate agent was the dual agent in the transaction and her client was the replacement tenant who wanted to take-over the lease of the shop. Through the arrangement of the estate agent, the replacement tenant client entered into a "Provisional Tenancy Agreement" with the existing tenant which was supposed to serve the dual purpose of taking over the tenancy and the business. Also, the estate agent failed to provide a copy of the tenancy agreement signed between the existing tenant and the landlord of the shop for the replacement tenant client's perusal prior to his signing of the "Provisional Tenancy Agreement".

是項交易的頂手費為二萬元，客戶支付了五千元作為首期訂金及部分頂手費。在簽訂「物業臨時租約」後，接替租客才聯絡商舖業主，但業主拒絕接替租客提出修訂原租賃協議一項條款的要求，接替租客只得放棄交易。由於「物業臨時租約」中沒有任何託管訂金安排或適當條文以保障接替租客的權益，現有租客拒絕退還五千元訂金給接替租客。

紀律委員會就案件展開研訊。在聽取其他證人的證供後，紀律委員會裁定該地產代理太急於達成交易，而且涉及轉讓業務及租賃的交易，已超出該地產代理的知識和能力範疇。該「物業臨時租約」並非一份轉讓業務的適當文件。一名審慎的地產代理應建議其客戶徵詢法律意見。此外，該地產代理應向接替租客說明，一旦未能與商舖業主就租賃轉讓或其他有關事宜達成協議時所涉及的風險。紀律委員會下令該地產代理停牌一個月，並須參加地產代理監管局的「持續專業進修計劃」，在一年內獲取十分。

The replacement tenant client paid \$5,000 as initial deposit and part payment of the agreed premium of \$20,000. Only after signing the "Provisional Tenancy Agreement" did the replacement tenant approach the landlord, who turned down the replacement tenant's request to amend a term in the original tenancy agreement. The replacement tenant had to abort the deal. In the absence of any stakeholding arrangement or adequate provision in the "Provisional Tenancy Agreement" to protect the interests of the replacement tenant, the existing tenant refused to refund the \$5,000 deposit to the replacement tenant.

The Disciplinary Committee held an inquiry hearing to consider the case. Having heard the testimonies of the estate agent and other witnesses, the Disciplinary Committee found that the estate agent was too anxious to conclude the deal, and the transaction regarding the transfer of business and tenancy was beyond the knowledge and competence of the estate agent. The "Provisional Tenancy Agreement" was not a proper document for transfer of business. The estate agent should have advised his client to seek legal advice. Additionally, the estate agent should have advised the replacement tenant on the risks involved in case he failed to reach an agreement with the landlord on the transfer or on any other matters relating to the tenancy. The Disciplinary Committee ordered that the licence of the estate agent be suspended for one month and the estate agent shall obtain 10 points under the Continuing Professional Development Scheme of EAA within one year.