

Client Guide to Conveyancing

for residential property transactions



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1. Introduction

We have provided this part of the Guide in the hope that it may explain some of the terms used in conveyancing, the steps which are usually taken (and the reasons for them) and the factors which dictate when these steps are to be taken.

A short written explanation like this cannot cover all the points which may arise. We hope you will discuss worries of any kind with us, so that we may try to remove the cause of the worry. Above all, we are here to help you through the often stressful and long-winded process of buying and/or selling property. If at any time you have concerns or queries, just contact us and we shall endeavour to resolve the problem or put your mind at ease.

2. Glossary of Terms

EXCHANGE OF CONTRACTS

- literally, the exchange of one copy of the contract signed by the buyer for another signed by the seller. At this point both parties become committed to proceed.

COMPLETION

- the date fixed for transfer of ownership, on payment of the price. Normally between two and four weeks after exchange of contracts. This is the moving in day.

REGISTRATION OF TITLE

- ownership of unregistered land is proved by showing its recent history as recorded in the “deeds”. Eg: A sells to B, who dies, leaving it to C, etc. In all areas of the country title to land now has to be registered in one of the registries maintained by the Land Registry on completion of a purchase. The register records ownership and all important details of rights and liabilities.

PRELIMINARY ENQUIRIES

- a series of questions addressed to the seller, who is expected to answer from his own knowledge about such matters as disputes with neighbours, or work done on the property needing building regulation approval, or rights enjoyed over the property.

DEPOSIT

- part of the purchase price paid at exchange of contracts; up to 10% of the purchase price.

MORTGAGE

- document recording a loan of money secured on the property. If payments are not maintained, the lender may have the right to take possession and sell the property.

TRANSFER

- the document transferring ownership.

CONVEYANCE

- the same as the Transfer where the property is not registered at the Land Registry.

3. Conveyancing - What is it?

Transferring the ownership of land is not like transferring the ownership of, say, a piece of furniture or a car. Land is always there and in the course of time many rights and obligations may be created in relation to it. They are often not evident on an inspection of the property. For example, someone may have a right to occupy part of it, but not be there when you call or a neighbour may have a right to enter the property and dig up the drains in order to inspect or clean his drain.

The public, too, may have claims - perhaps there is a public footpath across the property; the council could have rights in respect of, for example, compulsory acquisition or unpaid charges for making up the road. The planning authority, or the highway authority, are perhaps considering schemes which would affect the environment of the house you are thinking of buying.

Then there is the question:

Does the seller really own it and, if so, is he free to sell it? If he inherited the property, were the correct steps taken to transfer legal ownership to him, or is it still vested in the name of another?

These are only a very few of the snags which can arise and it is your solicitor's duty to discover if any do exist and on which you should be advised. Conveyancing is the name given to the process of transferring ownership of land from one person to another, the solicitors for the seller and the buyer each being obliged to safeguard their client's interests.

4. What happens in a conveyancing transaction?

There are three main areas to consider and we shall briefly look at each. They are:

1. The work carried out after agreement in principle is reached, but before the seller and buyer are bound by contract to proceed with the matter. This is in fact usually the longest part as the solicitors deal with the various searches and investigation and reporting to ensure that the property is legally satisfactory to the buyer and if applicable the mortgage lender before any party commits to a legally binding contract.
2. The stage between "exchange of contracts" (when the parties become contractually committed) and "completion" (the day on which money changes hands in return for the keys and transfer of ownership, i.e. the day on which you are entitled to move in)
3. The conclusion of the formal side of the transaction, when documents are submitted to the Inland Revenue for payment of Stamp Duty Land Tax and to the Land Registry for registration of the transfer of the property.

Pre-contract

The Buyer:

You have found the property you want, and the seller has accepted your offer. (Another guide ought to be written about this stage - before most people even consult a solicitor!) Some of the most difficult and responsible work has to be done by your solicitor at this stage.

The making of "local searches" and "preliminary enquiries" is by no means a formality. We shall summarise for you the information obtained about the property and advise you as to the meaning of the provisions in the draft contract.

It is also your solicitor's duty to ensure you do not "exchange contracts" before you have available all the money needed to pay for the house at completion. We shall be in touch with your lending institution (or your bank, if bridging finance is needed) and with your buyer's solicitors, if you have a related sale.

Once all these elements have come together, we shall ask you to sign the contract and pay the agreed deposit to us, so that contracts can be exchanged.

The Seller:

Having found a buyer, you will instruct us to send a draft contract to the buyer's solicitors. To do this we shall need the deeds, to check the nature of your ownership and the existence of any rights or burdens which must be revealed and passed on to the buyer. If we have acted for you before, we shall know where the deeds are and shall send for them straight away; otherwise you will have to tell us - the sooner the better.

When we have the deeds, we shall prepare a draft contract and send it to the buyer's solicitors, who will send us "preliminary" and "additional" enquiries designed to discover from your own knowledge of the property whether any of a number of possible disadvantages actually affect this property. Once the buyer's solicitor is satisfied, he will approve the contract and we shall ask you to sign it. Contracts will be "exchanged" and a date fixed for moving and payment: "completion"

Having decided to sell, the sooner you instruct us the better. We can then get together a package of the documents and information which will be required by the buyer's solicitors so that no time is wasted once a buyer is found.

5. Enquiries and Indemnity Insurance

The buyer's solicitors will raise numerous enquiries to ascertain more information about the property to ensure it is legally acceptable to both you and, if applicable, your mortgage lender.

Such enquiries relate to title and to other *legal* aspects of the property. We refer to our comments below in respect of survey reports and your duty to ensure the property is *physically* fit for your purposes.

We also require your help in raising enquiries. You should let us know as soon as possible if you think the property has been altered or added to in any way since it was originally constructed. This is because there are various legal matters which are often overlooked when a property is altered and which often cause delay and frustration in a transaction. The common problems involve:-

1. Planning Permission

Except in limited circumstances, planning permission is required for most alterations to the external appearance of a property. Often, home-owners are not aware that planning permission is required or enquiry is made of the local authority who advise that planning permission is not required but no permanent record of this is retained. In most of these circumstances a lack of planning permission can cause problems. Breach of Planning Permission can leave the property owner in a position whereby the local authority can take legal action to have the offending buildings removed or altered at great cost and with a potentially large loss to the value of the property. Defending such legal action can also be a costly exercise.

2. Building Regulation Approval

Except in limited circumstances, Building Regulation Approval is required for any alteration to the structure of a property (whether internal or external) and also for any new windows, boilers or electrical installations. Again, often home-owners are unaware that such approval is required and fail to obtain the appropriate approval. Breach of Building Regulations can leave the property owner in a position whereby the local authority can take legal action to have the offending buildings removed or altered at great cost and with a potentially large loss to the value of the property. Defending such legal action can also be a costly exercise. In addition, a lack of Building Regulation approval can suggest that the works themselves have not been undertaken to a satisfactory standard and, if this is the case, the building may not be structurally sound. If a lack of Building Regulation approval becomes an issue in a transaction where you are purchasing a property then our comments below in relation to surveys become even more important than ever as it is your surveyor's job to advise you on the structural integrity of the property.

3. Restrictive Covenant Approval

The majority of properties are subject to restrictive covenants to one degree or another. A restrictive covenant is a legally binding entry on the title to the property which prohibits certain activities. The benefit of covenants are usually held by private individuals but can also be held by the Local Authority (Please note: such covenants are quite distinct from the requirements for planning and Building Regulation approvals referred to above).

The most common restrictive covenant is one which prohibits the alteration of any building or the erection of new buildings without the consent of a party who has the benefit of the covenant. If such a covenant is breached then the person with the benefit could be entitled to take legal action to force the property owner to put the property back into the state it was prior to the breach and/or to demand compensation for the breach. This will be costly and could adversely affect the value of the property. Defending such legal action can also be a costly exercise. A potential breach may lead to difficulty selling the property in the future as any potential purchaser's mortgage lender may refuse to lend if there is an apparent breach of an actionable covenant.

In light of these potential defects it is important that you bring any such matters to our attention as soon as possible.

In certain circumstances, the *legal* implications of a breach of planning, Building Regulation, and/or restrictive covenant can be overcome by our taking out indemnity insurance on your behalf which would cover you and, if applicable, your mortgage lender against the *financial implications* of such breach (i.e. defending legal action by the Local Authority or the person with the benefit of the restrictive covenant).

However, it is important to note that these indemnity policies will *not* cover you for any loss in respect of structural problems encountered as a result of the works in question. Again, a survey is very important.

If a lack of planning permission, Building Regulation approval and/or breach of restrictive covenant becomes an issue in your transaction it is very important that you do *not* contact the Local Authority or the person with the benefit of the covenant as to do so would invalidate any insurance which may be required to allow the transaction to progress.

If you are buying with the assistance of a mortgage then any adverse breaches will have to be covered by indemnity insurance as most mortgage lenders subscribe to the policy that insurance must be taken out if there is even a remote chance of financial loss as a result of the breach.

The question of whether the buyer or the seller should pay for the indemnity policies is one which is specific to each individual case.

As you will see from the above it is well worth noting that once you have purchased your new home you should ensure that you do not commit any breach of Planning, Building Regulation or covenant. If you are buying a property we will advise you of any covenants which affect the land as part of the conveyancing process.

6. Exchange of contracts

This is the point of time at which a binding contract is made between you and your buyer or your seller. Before the contract is exchanged we will have sent you a contract for you to sign and return to us. Signing the contract is not, in itself, binding on you - before contracts are formally exchanged but after you have signed the contract you can change your mind and withdraw. The contract is exchanged and therefore binding on you after you have given us instructions to exchange and we have actually carried out your instructions and agreed the exchange of contracts with the solicitors acting for your buyer or seller.

Once the contract is exchanged you have formally committed yourself to buy or sell the property and you cannot withdraw or change your mind or fail to complete without incurring substantial penalties. You will be liable to pay your buyer or seller damages calculated in accordance with the terms of the contract. Therefore, you should only give instructions to us to exchange contracts if you are completely satisfied that you can and wish to complete the transaction.

7. Between contract and completion

It is in this period that the buyer's solicitors prepare for the transfer of ownership to the buyer.

The "mortgage deed" is prepared and the buyer will have it explained to him before he signs it. An obligation to repay thousands of pounds at a rate of perhaps hundreds a month, is not undertaken lightly.

In some cases the "transfer" or "conveyance" only has to be signed by the seller. In others it must be signed by the buyer too, either because the buyer must "covenant" with the seller to observe the "restrictions" or because there is more than one buyer and the transfer document contains a declaration of trust.

As we approach the date of completion, the financial details will be worked out and the buyer asked to provide the balance of the purchase price in return for the deeds and signed transfer document. On completion you will be entitled to occupy the house and take possession of the keys.

8. After completion

What remains to be done is almost entirely in the hands of the solicitor. As seller's solicitors we shall account to you, the seller, for the balance of the purchase price after paying off any mortgage, estate agents and ourselves.

If we are acting for you as a buyer, there is rather more to be done. We deal with the payment of Stamp Duty Land Tax (SDLT) on your behalfs. Please remember that this is a government tax and should not be confused with our professional charges!

Our opening letter to you will confirm the up to date rates.

After payment of the SDLT we shall deliver to the Land Registry the transfer or conveyance with an application to register the title, and also with a cheque for the Land Registry fee. On the return of the document we shall lodge the deeds with the lending institution. If there is no mortgage, we shall deal with the deeds as you wish. We should be happy to look after them for you free of any charge.

9. Insurance

When purchasing a property you will usually have to insure it from exchange of contracts (as opposed to the date of completion). This does not apply to leasehold property if the landlord insures the buildings under the terms of the lease.

We recommend you look into the cost and extent of cover available for the property you are buying as early as possible in the transaction so that you can ensure you can obtain appropriate insurance cover and are aware of the cost. You should also then be able to put the insurance on risk as soon as it is required.

If you are using a mortgage to buy the property your mortgage lender may also have certain requirements in respect of insurance which may be referred to in your mortgage offer.

Many lenders require their interest to be noted on the insurance policy, either specifically by name or by way of a general noting of mortgage lenders on the policy. We would recommend you check that your lender's requirements are covered by your insurance.

10. Valuations, Surveys and Searches

The legal principal of *caveat emptor* (this is a Latin expression which means let the buyer beware) applies when you purchase a property. Accordingly, there is no obligation on the Seller to disclose to you any matters relating to the physical condition of the property nor any of the fixtures and fittings or the services (such as gas, water, drains, electricity etc). It is very important that you arrange to have the property checked by a Surveyor and there are a number of different types of inspection report which a Surveyor will carry out. *It is our advice that a comprehensive report be obtained and that you do not rely on a building society valuation report.*

Valuations

Valuation Report

A valuation Report will be prepared by the Lender if you are having a mortgage. Whilst this report may be referred to as a survey it is insufficient for your purposes. The report is limited in its nature and its aim is to assess the adequacy of the property as security for the proposed mortgage. This is based on limited inspection and contains much less thorough and detailed advice about the property than you need as a prospective purchaser and occupier of the property. It is also only commissioned for the lender and you are not entitled to rely upon it.

Surveys

Full Structural Survey

This is the ideal report as it is a comprehensive examination and inspection of the building by a Surveyor. The fee for this report will vary and if you are obtaining a mortgage this survey report can be arranged via your lender.

Home Buyers' Survey and Valuation

This report is not as detailed as a full structural survey. If you have decided to dispense with a full structural survey then you should arrange for a Surveyor to carry out a Home Buyer's Survey and Valuation. Again if you are obtaining a mortgage this can be carried out in conjunction with your lender and if you are not obtaining a mortgage then we can assist you, if you wish, with the name and address of a number of local surveyors. This type of report covers all those parts of the property that are readily visible or accessible but it will not include an inspection beneath the floors nor of the external fascias of the roof other than from ground level.

You are paying a substantial amount of money for this property and it would be unwise to proceed without having full knowledge of it. *Accordingly it is always our advice to you that you arrange for either a full structural or at least a Home Buyer's Survey and Valuation to be prepared.*

Please note that your surveyor may suggest that further inspections or reports are carried out after he has completed his or her survey (i.e. a structural engineer's report, central heating test, drains test or woodworm/damp treatment inspection) and if these reports are suggested then it is our advice to you that they should be carried out before contracts are exchanged.

Searches

Local Search

This search is in the registers maintained by the district council in relation to such matters as road charges and planning decisions. The expression includes the enquiries made of different departments of the council to do with a wide range of other matters which may affect the property. Apart from road proposals affecting land within 200 metres of the property, the local authority search will only give information about the property itself. The search will give no information about other property, for example, the development of neighbouring land. If, therefore, you are concerned about the possibility of development or any matter relating to other property in the neighbourhood, you should contact us as soon as possible.

Water and Drainage Search

This search will show whether or not the drains and water are connected to the public system and various other information which is provided by the water authority/provider. However, it does not usually show the run of any drains or pipes within the boundary of the property or whether these cross neighbouring land. We will check the deeds to see if there is any mention of this but it is often the case that there is no information about the run of the drains and pipes. If you have any concerns in this regard you should ask your surveyor to check the situation. It is important to note that this search gives no information as to the physical condition of the drains. We recommend you have these inspected by your surveyor or commission a specialist drains survey prior to exchange of contracts.

Environmental Search

If the land is contaminated and the original contaminator cannot be found then legal liability for the clean-up cost can be placed on the doorstep of the current owner. The cost of this can be considerable. In addition, environmental issues can seriously affect the value of a property and may have health implications. We will check to see whether the report passes the test. We are not qualified to comment on any other aspects of the search and if you have queries in relation to anything referred to in the search result then you should refer it to the appropriate body referred to at the back of the search result. If you have any concerns, let us know as soon as possible as contracts should not be exchanged until you are satisfied.

Flood search

Flooding has obviously become a significant problem in recent years and so if the environmental search shows potential flood liability we may carry out a further specific flood search to advise you or your mortgage lender as to the flooding history of the area in which the property is situated and the likelihood of flooding in the future and also the impact the property's location may have on your ability to insure it against flooding.

Planning Search

The local authority search is specific to the property which is searched and as such will not reveal any details of planning application or permissions or other local authority records relating to adjacent or neighbouring property. We therefore recommend that a further planning search is carried out which gives, amongst other things, details of recent planning applications in the neighbourhood and also various other general information regarding the locality of the property. Please let us know if you would like us to carry out this search.

Chancel Repair Search

This search is commissioned to reveal whether or not the property you are proposing to purchase may be affected by a potential "Chancel Repair" obligation to the local Parish Church. Such obligations stem from mediaeval times where land, previously owned by the Church to fund the local rector, had been sold and the new owner took on the repairing obligation attached to that land.

Basically, any property located within the boundaries of a Parish where such a liability exists could be "caught". The penalty is financial in that it involves having to pay for the upkeep and repair of the chancel of the local mediaeval parish church. There was a famous case, quite recently, (*Aston Cantlow v Wallbank*) where the Church sought payment from the owners of the rectorial land (it was part of a property called Glebe Farm) to repair the chancel of the local mediaeval Church. The owners of the rectorial land (known as lay rectors) refused to pay and what was originally a £6000 bill increased to £96,000 as the structure slowly disintegrated. Needless to say, the church won. Expensive things to repair, churches...

The Land Registration Act 2002 brought in new law which effectively states that if the Churches with the right to charge Chancel Repairs do not register by this right against properties in such a way as it is obvious to a purchaser of the property then they will lose the right to make such charges to those properties. In such an instance Indemnity Insurance of the appropriate cover amount is recommended. Please note that the insurance should pay out in the event of a claim by the Church for Chancel repairs although it will not pay for any reduction in the value of the property if a Chancel Repair Liability is actually registered against the property.

11. Joint Ownership

If you are buying the property together, you will each be a co-owner. As co-owners, you can hold the property in one of two ways:

As joint tenants

As tenants in common

"Joint tenants" and "tenants in common" are ways of describing how you own the property: the terms have a different legal meaning to the type of tenant who rents a property from a landlord.

Joint tenants

If you hold the property as joint tenants, both of you will own the whole of the property. You will not each have a quantified share in the property and will not be able to leave a share of the property in your will.

If you sell the property, or if you separate, it will be presumed that you both own the property equally, regardless of your respective contributions to the purchase price. On the death of one co-owner, their interest in the property would automatically pass to the remaining co-owner without any further action. The surviving co-owner would then own **all** of the property and on their death it would form part of their estate. This is known as the "right of survivorship".

Married couples or those in a civil partnership commonly use this method of co-ownership because the right of survivorship makes it straightforward to inherit each other's shares in the property. However, there may be reasons not to become joint tenants. For example, if one of you has made a larger contribution to the purchase price of the property and you would want this to be recognised if the property is sold or if you separate. A joint tenancy is also not suitable if you have a family from an earlier marriage and wish to leave your interest in the property to them, instead of passing it to the other co-owner.

Tenants in common

If you hold the property as tenants in common, each of you will own a specified share in the property. You need to consider whether each person's share will be fixed from the outset or whether the shares will vary according to the financial contributions made by each person during your ownership of the property.

In coming to your decision, you should think about the following:

- If you opt for fixed shares, your shares may be equal, but they do not have to be. Holding the property as tenants in common in unequal shares may be desirable if you have made unequal contributions to the purchase price of the property.
- If your shares are fixed, you will need to decide the size of those shares now. You may therefore need to revisit the split if there is a change of circumstances in the future which you want to reflect in the proportions in which you own the property. An example would be if only one of the co-owners pays the costs of significant improvements to the property.
- If your financial contributions towards the property throughout your ownership may be unequal (for example, if one person pays a larger proportion of the mortgage repayments or the costs of any major works to the property), you may want your shares to reflect this. This means that your respective shares in the property may vary from time to time depending on who pays what. The calculations will be more complex and you will need to keep accurate records of each person's contributions.
- If you hold as tenants in common, your share of the property can be passed on to another person, either during your lifetime or under your will. If you do not have a will at the time of your death then your share will pass in accordance with the rules of intestacy.
- Holding the property as tenants in common may be appropriate if you have children from previous relationships and would prefer them to inherit your interest on your death rather than your co-owner.
- Holding the property as tenants in common in order to reflect each individual's financial interest in the property may have advantages if either party becomes bankrupt as the trustee in bankruptcy will look to establish the assets of the bankrupt party when dealing with creditors. If there is no declaration of trust to evidence the financial input of the bankrupt this might result in the solvent joint owner losing part or all of his or her equity to the bankrupt's creditors.
- If you wish to hold the property as tenants in common, then you should sign a declaration of trust. A declaration of trust is a document that formally records that you hold the property as tenants in common and sets out your respective shares in the property. If you sell the property, or if you separate, the declaration of trust will be referred to, to work out your entitlement to the sale proceeds from the property.

Deciding on the method of ownership

How you wish to hold the property must be your own decision, and is something that you should keep under review following the purchase of your property. If you decide to hold the property as joint tenants but then wish to split your interests, you can "sever" the joint tenancy and turn it into a tenancy in common at any time. It is also possible for tenants in common to become joint tenants at a later date by entering into a new declaration of trust.

You should be aware that if you decide to hold the property as joint tenants:

- Either party can sever the joint tenancy without the other's agreement.
- The joint tenancy may be severed automatically in several situations, including where one party becomes bankrupt.

It is important to specify **now** how you wish to hold the property, to avoid any uncertainty in the future. The consequences of failing to reach a decision and properly documenting that decision now, may include:

- The risk that a dispute may arise between you at a later date. This could result in litigation, which is often time consuming and costly for the parties involved.
- The possibility that a court may have to decide the shares in which you own the property. A court may divide the property in a way that differs from what you intended.

Please let us have your instructions regarding joint ownership in writing as soon as possible and certainly prior to exchange of contracts. You will see there is a section of the Client Instruction Form for you to complete. We will also be sending you a separate letter on this subject with a declaration for you to sign.

A Note on Potential Conflict of Interests:

Where one joint purchaser is providing a greater sum towards the purchase of property than another there is a potential for a conflict of interest to arise between those parties when it comes to instructing us as to the method of joint ownership.

For example, where a couple put in differing sums to purchase property we would recommend that the party putting in the greater sum has a declaration of trust put in place to protect his or her interest in the future. This can be an awkward discussion for co-purchasers to have as although the purchase of a property is often a major step in a relationship with the best intentions in mind we have to consider the outcome if the parties separate, die, or become insolvent.

We also have to consider if one party is subject to "undue influence" by another when giving us instructions.

We would therefore recommend that when considering your instructions to us upon the method of joint ownership you also consider taking independent legal advice from a third party lawyer who is qualified to advise in matters of joint ownership. Laceys cannot provide you with such advice as this could potentially result in a conflict of interest between two clients of the firm.

12. Energy Performance Rating and Property letting

If you are buying or renting property you should have received an **Energy Performance Certificate (EPC)** from the estate agent when the property was marketed. Alternatively you can obtain a property's EPC from the EPC Register which is found at: <https://www.epcregister.com/>

We recommend that you check the EPC rating of the property carefully. If you have not received the EPC or are unable to obtain one from the EPC Register please let us know.

Since 1st April 2018, under the Minimum Energy Efficiency Standards (MEES), Landlords of both domestic and non-domestic properties will not be entitled to agree a new letting or tenancy of a property where the Energy Performance rating is below E Grade. This means that if the property you are purchasing requires an EPC and is not exempt but currently has a poor EPC score, then prior to being able to let out the same, you would have to first have to undertake any works necessary to bring the Energy rating to an E or above.

There are financial penalties if you proceed and let out the property without the necessary Energy rating. These start at a penalty of £2,000 for residential property but can be significantly higher for non-domestic properties.

In relation to commercial premises, you should be aware that an EPC rating below E may have a negative impact on your ability to review the rent if the tenant is able to argue that the low EPC rating renders the property unlettable.

If you are reliant upon a mortgage or intend on later mortgaging the property, you should also check with your lender as to whether the valuation is based upon the rental income of the property. If the property suffers from a low EPC rating, which will restrict it from being rented out until this is remedied, which could affect the valuation and potential finance offered.

There are certain exclusions and exemptions. We recommend that you visit the [Government's website](#) which gives more detail regarding MEES and guidance to landlords of both residential and commercial properties.

Also please note that the regulations will apply *retrospectively* in relation to residential property from 1 April in 2020 and in relation to commercial property from 1 April 2023. You should therefore consider this if you have any existing lettings to which the regulations apply which will be in place from those dates.

13. Frequently Asked Questions

Can I move into the house I am buying a day or so before I move out of the property I am selling?

Generally no, because in order to obtain a key for the house you are buying, we must hand over the purchase money and, of course, we shall not receive the money until we have completed the sale of your present house and you are actually moving out. So, unless you wish to obtain a bridging loan from your bank to pay for the new house in advance, everyone must move on the same day.

What should I do with the keys of the property I am selling?

We would prefer that you either hand them to us or the Estate Agent after you have moved out. They should not be given directly to the Buyer. The reason for this is that although the Buyer is bound by the Contract to the purchase, if he does not complete on the completion day itself then he has to compensate you for any delay in completing by paying you interest. There is no practical way in which we can insist that your Buyer or his Solicitors complete and hand over the money on the actual day of completion. However, if the keys are handed over to the Estate Agent or to ourselves, we can make sure that the Buyer does not receive the keys until we obtain the purchase money and any compensation which might be due.

Do I have to attend completion myself?

No. We complete direct with the other parties' Solicitors and you are not involved at all. You need only to make your own practical removal arrangements and we will confirm to you by telephone when the keys to your Property are available.

Can you guarantee the keys will be available to me on the completion day or by a particular time on that day?

Although we can guarantee that we shall have completed the legal work and will be ready to complete, and in the vast majority of all cases everything goes through without difficulty, problems do occasionally arise. The most usual case is where there is a "chain", i.e. A buying from B, B buying from C, C buying from D, and so on. On completion day A's money must be passed to B, B must pass the money to C, and so on down the chain. As you will see, the further down the chain you are, the more difficult it becomes, and if the person selling to you refuses to release the keys until the money is in their Solicitors' hands, it could be quite late in the day before the keys would be released. Delays can also be involved if the mortgage advance money does not arrive on time, or if there is a delay in a bank transmitting funds between Solicitors. We can normally overcome any problems which arise. You will rarely know about them as we shall be able to deal with them without worrying you.

What do I do about Rates/Council Tax/Utilities?

We leave you to contact the rating authorities and notify them of your new property as, generally, you only become responsible for rates when you begin to move your belongings into the property. We also leave you to deal with the reading of electricity and gas meters and payment of the telephone account up to the date of completion, as well as applying for connection to these services in your new property.

A note on increases in council tax banding following improvements

When a property is improved (e.g. an extension is built), legislation prevents the VOA from increasing the existing band of that property until there is a relevant transaction. The term "relevant transaction" simply means that the property has been sold as a freehold, or a lease for a period of seven years or more has been granted or transferred (i.e. sold to another party). A freehold sale also covers the situation where a leasehold owner/occupier pays a ground rent to a landlord who owns the freehold of the property, and the freehold only is subsequently sold on or bought by the leasehold owner/occupier. A 'right to buy' purchase is also a "relevant transaction" which could lead to a band increase.

If you are a potential purchaser, or a leaseholder thinking of extending the lease on a property you occupy, you should be aware that, if a property has been improved since 1993, the council tax band will be reviewed after the transaction has taken place. If a higher band is warranted, the new band will be based on what the property would have been expected to sell for on 1 April 1991. This is because all properties are allocated a band based on the price it would have fetched had it been sold on the open market on 1 April 1991. The subsequent increase in council tax will be effective from the date that the council tax valuation list, which contains the bandings of all homes, is altered.

If you require specific advice regarding the information on this page please contact your Listing Officer who is located in [your local Council Tax Valuation Office](#).

Who else should I notify of my move?

In addition to relatives and friends, there are many people who should be advised of your move. We set out below a checklist of names and Authorities, which might be relevant to your move and which we hope will prove useful.

Name / Authority	Contacted?	Name / Authority	Contacted?
Gas Supplier		Bank / Investments	
Electricity Supplier		Building Society	
BT / Cable / NYNEX		Insurance Company	
The Post Office (mail)		BUPA / PPP	
HMRC		Motor Vehicle	
Premium Bonds		Driving License	
Doctor / Hospital		TV Licence	
Dentist		TV Rental	
DWP / Pensions		HP Companies	
Credit Card Company		Mail Order Companies	
Accountant		Library	
Stockbroker		Publications / Magazines	
Your employer		Water Supplier	
National Savings Bank		Sewerage Utility	
AA / RAC		Clubs / Associations	
National Insurance		Accountants	
Council Tax		Services Supplier	