

RESIDENTIAL CONVEYANCING CASE STUDIES



FEE EARNER



Abdul Mutallib

- Ground Rent
- Title Deeds

GROUND RENT

Ground rent is a very topical issue with rates accelerating at alarming rates within a matter of years. In 2021 we were dealing with a purchase and upon reviewing the Lease we noted that the current ground rent was set at £445.81 per annum with the ground rent to be reviewed every year, over a period of 125 years. This was a very onerous ground rent review provision in the Lease, as normally ground rents would either be fixed or usually reviewed every 15-25 years.

In this particular instance we were able to raise this issue with the Landlord and their solicitors early on in the transaction and come to an agreement to vary the Lease. It was agreed that the ground rent would be fixed at £250 per annum for the duration of the term of the Lease. In addition, this also meant that as the ground rent does not increase above £250, the landlord will not have the power to use an accelerated process for obtaining possession of the property. All this was agreed for a small sum of £650 including VAT that was paid to the landlord's solicitors for their legal fees for dealing with this (in fact it was paid for by the seller!).

TITLE DEEDS

Our client was purchasing a large plot of land and property that had been constructed in the middle of two title numbers. At the time the sellers purchased the land in 2006, neither their solicitors nor the sellers solicitors has identified the additional piece of land. On receiving instructions, we reviewed the title deeds of the property and noticed the obvious error in that the plan to the property did not correspond with the land being purchased. Having enquired further with the sellers solicitors it appears that when the sellers purchased the property in 2006 the second piece of land was not transferred to them by the previous owners. As the issue was raised by us on behalf of our client, we were able to arrange for the sellers to locate the previous owners and have the second title number transferred into the current sellers name.

The need to locate the previous owners and having to correct the title deeds to the property, it resulted in the purchase process taking longer than usual, but had this not been discovered it would have meant that our client would have owned half the land to their property with a third party owning the other half.

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FEE EARNER



Kirsty Martin

- Leasehold Carport
- Statutory Declaration
- Title Deeds

LEASEHOLD CARPORT

We acted for clients selling a freehold property with a leasehold carport under a coach house. The chain required a quick exchange and completion. The management company on the estate advised in their management pack that they were not responsible for the carport. As the carport was under another property on the estate, the Lease for the carport required the Freeholder of the coach house to insure the building including the carport below and keep the same adequately maintained. The Buyer's Solicitor therefore insisted on seeing a copy of the insurance policy for the property including the carport. We managed to track down the Freeholder who was an individual renting their property and obtain a copy of the insurance policy.

STATUTORY DECLARATION

We were initially instructed by these clients having had 2 abortive sales of a piece of land our clients had owned for over 20 years. The issue was the pavement and grass verge between the piece of land and road. It was unclear who owned the pavement and grass verge. There was no legal rights to use the same to access the piece of land. Having carried out a search of the index map at the Land Registry we discovered that there was a caution registered against the pavement and grass verge. We therefore drafted a Statutory Declaration confirming that the Sellers had used this area of land for over 20 years with no issues. This enabled the sale of the piece of land to exchange and complete within 6 weeks.

TITLE DEEDS

We acted for a client who inherited a property and therefore had very little knowledge of the same. The Seller believed that the property had an associated garage but did not hold the title deeds to the garage. Having marked what they believed was the garage on the filed plan we were able to identify the garage using the Land Registry map search and obtain the Official Copy Entries. The garage however was still registered in the deceased's name. We therefore obtained the original Grant of Probate and was instructed by the Executor's to sell the garage alongside the property. The garage was subject to a rent charge which complicated matters a little further and therefore a retention was held from the sale proceeds and an indemnity policy obtained in order for the sale to proceed swiftly to exchange and completion.

RESIDENTIAL CONVEYANCING CASE STUDIES



FEE EARNER



Charlotte Farrant

- Leasehold Flat and Ground Rent
- Purchase with Transfer of Part

LEASEHOLD FLAT AND GROUND RENT

Our client was buying a leasehold flat in a block with two other flats. Upon review of the lease it was noted that the property demise was referred to in 3 plans namely; A, B and C. Plan A showing the freehold was included within the lease, as was Plan B showing the boundaries of the flat however Plan C had been omitted. The flat was marketed as being first floor and the lease indicated that plan C showed part of the ground floor as included within the property.

We assumed that this was the staircase to allow access to the property. The landlord was approached to enquire whether the original lease was held including Plan C however unfortunately it wasn't. The vendors solicitors proposed an indemnity however we were not confident this would adequately protect our client and therefore insisted on a Deed of Variation to include the missing lease plan. This was agreed by the vendors solicitors who also agreed to bear the cost for the same and allow us an amount off the purchase price to register the Deed at the Land Registry with our transfer application. Our client had stated that the vendor was surprised this had not been picked up when he purchased or by the previous vendors and was happy that she would now not have any issues on a subsequent sale.

PURCHASE WITH TRASFER OF PART

Client was originally purchasing a property which later transpired to be a Transfer of Part with the vendors retaining land at the back of the garden with a view to build on the same. Our client wanted to restrict what could be done with that parcel of land so as not to interfere with their use or enjoyment of the property.

We proposed several covenants be inserted into the TP1 which would restrict what the vendors could do with the land. Unfortunately this was not agreed by the vendors and our client made the decision to withdraw and place an offer on a different property down the same street. As our client had an ongoing sale which was quite advanced they were concerned with the time limits it would take to restart the transaction and get to a point we were previously at.

We did however manage to get to reach the point of exchange within 3 weeks of the draft contracts being issued including receiving a revised mortgage offer. There was a slight delay at the bottom of the chain with the exchange however our clients were happy that they had found their forever home which they could enjoy unimpeded.