



So You're Selling Your House (or Flat)! Help with Answering the Questionnaires, FAQs and Things You Ought to Know About!

Property Information Forms

The first thing you will be given is a bundle of forms giving information about the property you are selling (normally a Property Information Form, a Fixtures and Fittings List and a sale questionnaire. If you are selling a leasehold property, we will ask you to complete a Leasehold Information Form). You are required to complete these as the seller(s) as we do not have any knowledge about your property. They will be sent to the buyer's solicitor as part of the "draft contract package". Please ensure that if there is more than one legal owner, both owners have checked and signed it in the space provided at the end.

There are some explanation notes on the front of the forms, but we should make you aware that if any of the information changes during the course of the transaction (for example, you receive notice of planning from the Council during the process or even after exchange) you are under a duty to provide this information to the buyer. Please let us have any additional information and we will forward it to the buyer's solicitors.

The form is easy to use as it gives you options of 'yes' 'no' 'don't know' and an option to provide further detail to expand your answer where more detail is required.

If you are not sure about any of the questions, fill in as much as you can and make a list of the ones that you are not sure about, we can go through these together.

Just a note on some of the questions (referring to the numbering on the Property Information Form):

- 7.3 If you had a specialist flood risk report prepared when you bought the property, please let us have a copy. This is different to the environmental search that was carried out. Most solicitors normally carry out their own environmental search on a purchase as the information can change from one that was carried out a couple of years ago.
- 7.6 Energy Performance Certificates are normally valid for 10 years so if you had one when you bought it, it could potentially still be valid. Your estate agent will require this document in order to sell the property, though if you do require one,
- 7.7 please let us know, we should be able to point you in the right direction to have one done. Green Deal Scheme – is a government funded scheme to make improvements to your home to make it more energy efficient. It covers things like heating, solar panels, insulation, etc. You should be advised by the installer who should

have a "Green Deal Approved" trademark logo on their letter. Care should be taken as the 'green deal scheme' stays with the property and you may be making repayments on these installations through your energy bills. If a new purchaser takes your property subject to any 'green deal scheme' installations, they will then take on the responsibility for the payments. You should ensure that you supply details of the installations, the finance agreement and your payments. More information about the Green Deal Scheme can be found on the government's website: [https://www.gov.uk/green-deal-energy-saving-](https://www.gov.uk/green-deal-energy-saving)

- 7.8 Japanese Knotweed – if you are not sure what this looks like, a general internet search of 'Japanese Knotweed' should bring up some pictures. Please answer "Not Known" if you haven't investigated – saying yes/no means that you have actively looked into whether or not this plant is present within the boundaries of your property.

Warning: Answering "Yes" or "No" means you have investigated the existence of this plan and therefore you should be careful in your response.

- 11.4 Tenants - If you are selling the property with tenants in it (question (a)) – please let me have a copy of the tenancy agreement and any Landlord's fixtures and fittings list (you may have an agent acting on your behalf that has this information) or question (b) - with tenants due to vacate the property – please let us know when they will be leaving as we will need to manage the buyer's expectations as the first available date for completion.
- 12.2 There should be Electrical Test Certificates available for electrical work carried out. These normally have a NICEIC logo on it.
- 12.3 New Boilers & Servicing – please ensure you have a Building Regulations Compliance Certificate for the installation of the boiler. These are normally provided by the company that installed the boiler who should ideally be Gas

~~Safe~~ Registered (if it is a little older, it may be a Corgi Certificate). purchasers (or their solicitors) may insist that you have the boiler serviced before completion. Please let us have a copy of any service report that you receive – it should detail if any bits and pieces have been replaced or recommendations for further work. Whilst you are not obliged to do this, you may consider it as a gesture of goodwill. I normally advise purchasers that I am acting for that it is their responsibility to ensure that they have the heating and electrics checked out as they are bound by the standard conditions of sale to accept the property in the condition that it is in at the date of exchange, so be prepared if they start asking for servicing!

14.3 Please note that by ticking the “yes” boxes to these questions, you are agreeing to be bound by its provisions. Your buyer may try to charge you for a skip if you leave too much rubbish! (It has been known to happen!)

Keys - It may be useful (a bit of practical, rather than legal advice!) if you could leave envelopes or label which keys are for which doors/windows in the kitchen on the worktop. The key to the front door should be given to the estate agent when the property is empty. If you do not have an estate agent involved in your transaction, please speak to me about releasing the keys to the buyer directly.

Fixtures and Fittings List

This is a list of what you will be taking/leaving at the property on completion. There is a column for “Price” so if you want to sell any items, you could insert a proposed price

~~This should be~~ This should be consistent with what you have told the estate agents (or put in the Particulars of Sale) regarding items to be sold with the property. You will note that there are some blank lines for you add other items.

Please note that this list is forwarded to the buyer’s solicitor and is normally attached to and forms part of the contract for sale.

The Contract Explained

Most Conveyancing Contracts are in the Law Society’s Standard Form with a copy of ~~The Standard~~ The Standard Conditions of Sale 5th Edition printed on pages 2 and 3.

will set out information about the parties, the property and the sale price. You normally have to sign in the box at the bottom of the first page. Do not date the contract when you are asked to sign it as this is dated by us when we formally exchange.

The Standard Conditions of Sale 5th Edition incorporate the majority of the terms and conditions of the contract. Any variations are set out on the fourth page (or sometimes an additional page) under the heading “Special Conditions”.

From the seller’s point of view the important provisions are as follows:

- Deposit – this is normally 10% of the sale price. If your buyer is not going to be paying a 10% deposit, we will provide you with separate advice in relation to the same.
- Insurance – the contract provides for risk of the property to pass to the buyer on exchange of contracts (meaning that the buyer is responsible for insuring the building). I would normally recommend that you keep your buildings insurance in place until completion.

- Additional Legal Fees if a “notice to complete” is served – you will normally find this provision in the “Special Conditions” section. This only takes effect once contracts have been exchanged. The defaulting party will be liable for the other side’s additional legal costs (which are normally £100 - £150 for a notice to complete). Most contracts are completed on time.
- Clause 6.1.2 and 6.1.3 of the Standard Conditions refers to a 2pm time for completion. This time can sometimes be ‘varied’ in the special conditions to 1pm or earlier. I would normally recommend that if you are moving out of the property you are selling, this should be done by around lunch time (12noon – 1pm). Again, please ensure the property is left reasonably tidy once it has been emptied. In practice, the time is not ‘strictly’ enforced, so long as legal completion takes place on the date written into the contract.

Just a quick note on how contracts are ‘exchanged’: You will sign one copy and the buyer will sign another copy of the same contract. The solicitors will formally agree the information to go into the contract (normally running through the information on the first page and confirming the completion date and purchase price). Exchange will take place once the solicitors agree the time. We then put your copy in the post to the buyer’s solicitor and the buyer’s solicitor will put a copy of the contract signed by the buyer in the post to us. This is then retained on our file. If you do spot any errors on the contract (though we try not to!) on the first page, please do make a correction and initial it.

Enquiries Process

Once contracts have been issued, the buyer’s solicitors will send off for their searches. The buyer’s solicitor will then ‘raise enquiries’. These are a set of questions that they have put together from looking through the paper work supplied by us. Some of them are standard questions that are not covered on the Property Information Form and others will be specific to the information provided. This is the part where we require your assistance as we are not familiar with the property, so will need your help to answer their queries. Once the enquiries have been answered, there is sometimes a possibility of the buyer’s solicitors raising more questions, though normally this is the point where the buyer’s solicitors report to the buyer in readiness for exchange. If the buyer does not have his mortgage offer (if required) at this point, we will need to wait for this to be issued to the buyer’s solicitor before they can proceed to exchange. Sometimes there are other issues that may delay the transaction (such as issues on a related sale).

When & What to Sign

There are two documents that you will need to sign: the contract and the transfer deed.

The Transfer Deed ("TR1") is the document that transfers the property from your name into your buyer's name. This is normally drafted by the buyer's solicitors and approved by us. Once I have this document, I normally ask you to sign this at the same time as the contract. Your signature on the Transfer Deed will need to be witnessed and I will provide you with instructions at the time of signing. If you have any special requirements regarding signature of documents (for example, you are going away on holiday and won't be around when exchange is anticipated), please let me know. The Contract is not released to the buyer's solicitors until exchange and the transfer until after completion has taken place.

If there are any additional documents to sign (which will depend on the requirements of the individual transaction) I will let you know in advance.

Mortgage Payments

You should keep up your mortgage payments until completion. If you are experiencing difficulties you should telephone your lender and advise them that you are in the process of selling the property and if you could come to an arrangement to either make reduced payments or to pay what is owed on completion when you redeem the mortgage. This is your responsibility. Please note that if you skip mortgage payments without agreeing it with your lender beforehand, it may adversely affect your credit rating.

On Completion – redemption of mortgage

Don't forget to cancel your direct debit. We will let you have a copy of the redemption statement for you to check any additional charges made by your lender. If there are any additional charges that you were not expecting, you should raise this with your lender.

On completion – cancel buildings insurance

insuring the property)

(if you are responsible for

What happens on the day of completion ...

You should leave your keys with the estate agent as soon as you are able (preferably in the morning) on the day of completion. (If you do not have an estate agent, we will advise you about handing the keys over directly to the buyer.)

We will then wait for the monies from the buyer's solicitor to hit our account (this is done by a same day transfer system). If there is a chain, it may take some time to go from one solicitors' account to another before it reaches us. I would normally have expected the monies to have reached us by around lunch time (1pm). Once monies are received, I will telephone the estate agent to confirm they can release the keys. I will then telephone you to confirm we have completed. If you have a mortgage on the property, I will arrange for your mortgage to be redeemed. If you have an estate agent, I will arrange for their fees to be paid. (You will have received a completion statement in advance of completion setting out the relevant amounts). If there are any monies due back to you, we will also arrange a refund.

FLATS/LEASEHOLD PROPERTIES

Selling a leasehold property is a little more involved and has a few more requirements to comply with.

Solicitor Information Packs

The seller is expected to pay for a solicitors information pack. This is normally supplied by the freeholder or management company. Some professional companies who are used to dealing with solicitors enquiries, have a standard pack that they already have set up to deal with the process and they will be able to provide you with information regarding this fee. I normally suggest contacting them at the earliest possible stage regarding their fee as we will require this from you at the outset in order to avoid delays.

If the management company does not have a standard pack available, please let us know, as we have a questionnaire that we can supply for them to use.

The management company pack usually contains important information for the conveyancing process such as: buildings insurance, rent and service charge details (amounts and who collects them), accounts, service charge budgets/estimates, whether there is any anticipated expenditure/major works that would cost a lot of money, what the fees are for providing them with the new owner's details (notice of assignment). Each company has different requirements.

The cost of these packs can vary from £100 to around £300 depending on the company.

Leasehold Information Form (Law Society Form TA7)

You will be given a leasehold information form to fill in as part of the sale contract package. If you do not have any of the invoices, demands or documents referred to at question 3, please do not worry, as this can probably be obtained as part of the

solicitors information pack. Please tick “to follow” if you do not have these when completing the form.

Please ensure you have filled in the contact details at question 4 as we will use this to get in touch with the Landlord/Management Company as well.

If you do not understand or require assistance with any of the questions, please do ask (so that we can reduce the number of questions that come through from the buyer’s solicitors). It is important to complete as much of the information as possible at an early stage to reduce the number of enquiries that may be raised by the buyer’s solicitors. New Question 11 regarding Building Safety: Please do click on the links given

in the form for further explanation. However, the certificates are **not applicable** where the flat is in a building that is **11m/5 storeys and under**. If your flat falls into this category, please answer questions as follows: 11.2 “no”

11.3 “not applicable” 11.4 “no” 11.5 “no” You will need to declare at 11.1 if you are aware of any remediation works that are required to the building.

Service Charges/Ground Rent Demands whilst the sale is going through

If your next service charge demand is due whilst the conveyancing process is going through, you have two options:

- (a) You can pay this when it is due. An apportionment of the amount will be made from the completion date to the end of the period that it covers (for example, you may make payments twice a year so each invoice is for a 6 month period).
- (b) You could not pay it though we would advise you to check carefully whether or not there is any penalty for late payment. If you do not pay it, then the amount that you owe is usually deducted from the purchase price on completion so that the buyer’s solicitor can ensure that the buyer starts with ‘a clean slate’ with the rent/service charge payments.

We will ask you to confirm how you wish to proceed in respect of this.

Buildings Insurance

You will normally find that where you are selling a flat or a shared ownership lease, buildings insurance is arranged by the freeholder/management company so you will not need to worry about having to do anything in relation to the buildings insurance.

If you are responsible for insuring your own flat (which is unusual but can sometimes happen), please let us have a copy of your policy.

Finally, if there are any questions regarding the sale process that you would like answered (there is a lot to think about!), please do ask!