P4 – Residential Conveyancing

Professional Stage

2025-2026 v1.1

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The aim of this module is to give you the essential knowledge and understanding of the law and procedure relating to more complex residential conveyancing issues and transactions. The module covers taxation advice and issues involving risk; for example, money laundering and fraud. There is a focus on analysis of situations and documents to enable you to select the most appropriate next steps or advice in order to advance the transaction or protect the client's interests. The module considers the essential aspects of making applications to HM Land Registry (HMLR) such as title plan issues, restrictions in the register and dealing with requisitions.

The module covers:

1. Regulatory matters in residential conveyancing
2. Taxation issues in residential conveyancing
3. Technical basics: Entitlement to act and personnel - attorneys
4. Overview of the residential conveyancing transaction - residential context
5. Indemnity insurance
6. Capacity to sell
7. Deducing and investigating title – complex issues involving registered land
8. Deducing and investigating title – unregistered land
9. Devolution of title on death of a co-owner
10. Title plans and property extent
11. Planning and Building Regulations
12. Contract of sale – content and purpose of standard conditions and special conditions
13. Purchase – pre-contract searches and enquiries
14. Advice to clients on specific issues involving risk
15. Reporting to client and exchange of contracts
16. HMLR – restrictions in the register
17. Death between exchange and completion
18. Insolvency between exchange and completion
19. Residential conveyancing transactions – acting on a sale or purchase of part
20. Residential conveyancing transactions – acting on a purchase of a new build property
21. Residential conveyancing transactions – acting on a transaction where the sale is by personal representatives
22. Residential conveyancing transactions – acting on a purchase of a buy to let property
23. Residential conveyancing transactions – acting on a deed of easement
24. Securing a positive obligation
25. Dealing with HMLR requisitions
26. Looking ahead – proposed reform

Learning Outcomes

By the end of this module you will be able to:

1. Identify appropriate steps and advise the client accordingly in relation to a residential conveyancing transaction
2. Investigate registered and unregistered title and explain the steps required to remedy any title defects
3. Determine the appropriate action to take to deal with commonly encountered HMLR issues
4. Consider a range of more complex residential conveyancing transactions and evaluate how best to advance the transaction and protect the client's interests
5. Draft a range of undertakings, a more complex contract, or a straightforward transfer of part (Form TP1)
6. Identify situations that potentially give rise to conflicts of interest, issues of professional ethics and obligations or other issues under the applicable Codes of Conduct

Linked online assessment: P4
TQT: 300 hours
Prerequisite knowledge:
Foundation Stage Introduction to Property and Private Client
Advanced Stage Property and Conveyancing

Module Resources

In addition to the coursebook, there is a reading list that accompanies the module along with an updates document, both located in the 'Study Guide and Content Updates (latest edition)' document in the VitalSource bookshelf, Training Provider hub and in 'myCILEX'.

All CPQ candidates must read the relevant CILEx Regulation Education Standards Handbook

Details of updates included in 2026 - 2027 Module Specification

- Re-arranging of section numbers from s22- s26
- Addition of new section 22 'Residential conveyancing transactions – acting on a purchase of a buy to let property'

1. Regulatory matters	An effective residential conveyancer must understand the conduct and regulatory issues affecting them which are pervasive and specific to their area of practice. Property transactions involve high risk. Therefore, you will need to know the following: a) Fraud in conveyancing b) Undertakings - form and content • Drafting an undertaking c) Money laundering • Money laundering risks in conveyancing • Sixth Money Laundering Directive • Cybercrime risks • Legal Sector Affinity Group Anti-Money Laundering Guidance for the Legal Sector 2023
2. Taxation issues in residential conveyancing	An effective residential conveyancer must be able to explain the key taxation implications of a sale or purchase to a client, but must also understand the limitations on the advice to be given. Therefore, you will need to know the following: • Capital gains tax (CGT) and how it relates to a residential conveyancing transaction • Stamp duty land tax (SDLT) in England or land transaction tax (LTT) in Wales and how it relates to a residential conveyancing transaction • Annual tax on enveloped dwellings (ATED) and how it relates to a residential conveyancing transaction • Advice to clients on taxation implications; importance of limiting or qualifying any taxation advice
3. Technical basics – entitlement to act and personnel - attorneys	Attorneys are encountered frequently in a conveyancing transaction, and it is important for an effective residential conveyancer to recognise who is the client, the duties owed, and the extent of the authority conferred by a power of attorney. Therefore, you will need to know the following: a) Acting when an attorney is involved • Mental capacity concerns in outline: Mental Capacity Act 2005; undue influence; Law Society's Practice Note – meeting the needs of vulnerable clients

	• When a court order might be needed b) The key types of power of attorney • General power of attorney • Enduring power of attorney • Lasting power of attorney • Trustee power of attorney
4. Overview of the conveyancing transaction - recap	Ensuring that they can identify each relevant stage in a transaction is key for an effective residential conveyancer. Therefore, you will need to know the following: a) Key stages (pre-contract, exchange of contracts, pre-completion, completion, post-completion) b) Key steps to take, and issues to be aware of, on behalf of the seller, buyer and any mortgage lender c) Use of checklists; software solutions d) Application of The Law Society Conveyancing Protocol (the Protocol) to residential conveyancing transactions
5. Indemnity insurance	Indemnity insurance is sometimes necessary in a conveyancing transaction, to enable a matter to progress if defect in title or other problem has been identified. Knowing when to use and when not to use indemnity insurance is vital for an effective residential conveyancer. Therefore, you will need to know the following: a) Key issues • Limitations of indemnity insurance • Requirement of non-disclosure • Insurance Distribution Directive/Financial Services and Markets Act 2023 (in outline) b) Situations when indemnity insurance might be suitable e.g. breach of covenant, building regulations - *Cottingham v Attey Bower & Jones [2002]* c) Statutory declaration / statement of truth • Requirement for a statutory declaration / statement of truth

	• Drafting a straightforward statutory declaration / statement of truth • Attaching an agreed form of draft statutory declaration / statement of truth to a contract for sale
6. Capacity to sell	An effective residential conveyancer must be able to identify and deal with more complex situations relating to a seller and their entitlement to sell the property. Therefore, you will need to know the following: a) Sale by personal representatives b) Sale by a mortgagee in possession c) Sale by co-owners
7. Deducing and investigating title – registered land	An effective residential conveyancer must be able to deduce and investigate a registered title. Therefore, you will need to know the following: • Process of reviewing the contract and confirming that it accurately reflects the extent of the land to be sold • Process of investigating a registered title to identify more complex title issues and how to resolve them, including: ▪ Inconsistency with names shown in the register ▪ Second or subsequent charge ▪ Home rights notice ▪ Estate contract ▪ Removal of notices and restrictions ▪ Avoidable titles • Applications to HMLR to remedy defects; use of correct forms (e.g. Form AP1); HMLR identification requirements
8. Deducing and investigating title – unregistered land	Although unregistered title is now encountered much less frequently in practice, an effective residential conveyancer must nevertheless be able to deduce or investigate an unregistered title. Therefore, you will need to know the following: a) Unregistered land – preliminary issues • Checking whether the title is unregistered and whether it is subject to any caution against first registration • Obtaining the unregistered title deeds

	b) Deducing an unregistered title; preparing an epitome of title c) Investigating an unregistered title d) Conveyancing practice issues relating to unregistered land • Impact of the Protocol: requirement for a search of the index map (Form SIM) and land charges searches • Where the land cannot be identified from the unregistered title deeds; possibility of voluntary application for first registration • Application to HMLR for first registration: Forms FR1 and DL; accompanying documents required; HMLR identification requirements • Where the title deeds have been lost; need for statutory declaration / statement of truth (including drafting); Form ST3; HMLR PG 2, HMLR PG 73
9. Devolution of title on death	Whilst it is not encountered frequently in a conveyancing transaction, an effective residential conveyancer must know what steps to take to perfect the title when a co-owner has died. Therefore, you will need to know the following: a) Sale by a sole surviving beneficial joint tenant • Survivorship – devolution of legal estate and beneficial interest • Application to HMLR; Form DJP b) Sale by a sole surviving beneficial tenant in common • Survivorship - devolution of legal estate and beneficial interest • Application to HMLR for removal of a Form A restriction (where applicable); Form ST5; Form RX3 • Appointment of a second co-trustee (where applicable)
10. Title plans and property extent	An effective residential conveyancer must be able to identify when a HMLR-complaint plan is required in a conveyancing transaction and understand HMLR's requirements in this regard. Therefore, you will need to know the following: • Importance of the title plan • HMLR PG 41

	• Colour conventions • General boundaries rule • Determined boundary procedure
11. Planning, Building Regulations and Building Safety	An effective residential conveyancer must be able to understand the implications of planning and building regulations in relation to a sale or a purchase, evaluate the impact on the transaction and advise the client on how to deal with any problems. Therefore, you will need to know the following: a) Planning • Town and Country Planning Act 1990 requirements (in outline); meaning of "development"; building works and change of use • Town and Country Planning (General Permitted Development) Order 2015 (in England); permitted development; Article 4 direction; Town and Country Planning (General Permitted Development) Order 1995 (in Wales) • Outline planning permission; full planning permission; reserved matters • Planning conditions • Planning enforcement • Planning (Wales) Act 2015 (in outline) b) Related matters • Conservation areas • Listed buildings (in outline) • Community Infrastructure Levy (in outline) • Importance of the local search (Forms LLC1 and CON29) c) Building Regulations • Building Regulations 2010 requirements (in outline); protection of health and safety in and around buildings • Approved inspector scheme • Link to Property Information Form (TA6) • Relevance to residential property transactions; common examples of work requiring building regulations: most building works, installation of boiler, septic tank, electrical works

	- Certificate of compliance; Self-certification (e.g. FENSA) - Building Regulations enforcement d) Building Safety - Building Safety Act 2022 (in outline)
12. The contract for sale	An effective residential conveyancer must be able to draft more complex contracts which accord with their client's instructions and protect their clients' interests. Therefore, you will need to know the following: a) Detailed content of the Standard Conditions of Sale (Fifth edition – 2018 Revision) (SCS) b) Content and purpose of key special conditions c) Drafting of further special conditions and common situations where this might be required: - An allowance is being made off the purchase price - Seller agrees to: - carry out specified works between exchange and completion - provide a statutory declaration / statement of truth on completion - include specified fittings and contents in the purchase price or sell additional items at a specified price - provide specified indemnity insurance on completion - The parties have agreed to a retention being made out of the purchase price
13. Purchase – pre-contract searches and enquiries	An effective residential conveyancer must be able to analyse search results to identify when further enquiries should be raised. The conveyancer must be able to identify an acceptable solution to the problem that has been identified and be able to draft additional enquiries. Therefore, you will need to know the following: a) Pre-contract searches – standard - Local authority search and local land charges search (local search); Forms LLC1, Con 29 – purpose and key information revealed - Drainage and water search – purpose and key information revealed

	• Environmental search – purpose and key information revealed • Physical inspection of the property by the buyer • Methods of carrying out these searches b) Pre-contract searches – non-standard • Chancel repair liability search • Company search • Bankruptcy-only search (and the need to repeat this before completion) • Location specific searches (e.g. commons registration, coal mining, HS2, flood risk, extent of highways) • Methods of carrying out these searches c) Pre-contract enquiries • Importance of reviewing the Property Information Form (TA6) • Process of raising additional pre-contract enquiries and considering the responses received from the seller's conveyancer • Advising the client; limitations on conveyancer's advice
14. Advice to clients on specific issues involving risk	There are various situations, often at a critical point in a conveyancing transaction, when important advice must be given, preferably in writing. Therefore, you will need to know the following: a) Risk of proceeding on a sale independently of a purchase, rather than these being synchronised b) Risk of accepting a reduced deposit on a sale c) Risks when advising a party in circumstances where their spouse wishes to mortgage the home for business purposes – the *Etridge* situation

15. Reporting to client and exchange of contracts	An effective residential conveyancer must understand the importance of reporting to a buyer client on a purchase and the necessity of reviewing a file prior to exchange of contracts. The conveyancer must also understand the purpose and significance of an exchange of contracts. Therefore, you will need to know the following: a) Report to client on purchase • Purpose of reporting to the client on a purchase • Content of a typical report • Drafting a report b) Preparing to exchange – sale and purchase • Pre- exchange file review
16. HMLR restrictions	There are many types of restriction which may appear in a registered title and can mean that a client's application for registration cannot be completed until the restriction is complied with or removed. It is therefore essential for an effective residential conveyancer to recognise different types of restriction, and to be able to raise an appropriate enquiry to be able to deal with any problems prior to exchange of contracts. Therefore, you will need to know the following: a) Key features of restriction (recap on material in AS Module Specification) b) Common forms of restriction and how to deal with them • Forms A, B, C, J, K, L, N, AA, LL, JJ, LL (or its equivalent for companies)
17. Death between exchange and completion	Whilst it is not encountered frequently in a conveyancing transaction, an effective residential conveyancer must know what steps to take to perfect the title when a party to a contract dies between exchange and completion. Therefore, you will need to know the following: a) Death of a seller b) Death of a buyer
18. Insolvency between exchange and completion	Whilst it is not encountered frequently in a conveyancing transaction, an effective residential conveyancer must know what steps to take to perfect the title when a party to a contract becomes insolvent between exchange and completion. Therefore, you need to know the following:

	a) Insolvency of a seller b) Insolvency of a buyer
19. Residential conveyancing transactions – acting on a sale of part	An effective residential conveyancer must be able to deal with more complex conveyancing matters, including a sale of part of a registered title. The conveyancer must be able to draft the contract in accordance with their client's instructions and know what a Form TP1 should contain in a straightforward sale of part (e.g. the sale of garden land for a building plot). Therefore, you will need to know the following: a) Preliminary issues • Taking instructions; identifying the part to be sold • Drafting the contract using the SCS • Importance of a HMLR-compliant transfer plan b) Content of a transfer of part (Form TP1) • Definitions • Rights granted • Rights reserved • Covenants • Exclusions – right to light, *Wheeldon v Burrows (1869)*, s 62 Law of Property Act 1925 • Drafting a Form TP1 c) HMLR • Official search of part (Form OS2) • HMLR application; creation of a new register and title plan for part transferred; entries made in seller's title to retained land • Discharge of seller's mortgage (if any) on part transferred
20. Residential conveyancing transactions – acting on a purchase of a new build property	An effective residential conveyancer must be able to deal with more complex residential conveyancing matters, including a purchase of a new build property, which may often form part of a residential development. Therefore, you will need to know the following: a) Preliminary issues • Taking instructions; identifying the plot to be purchased • Consumer Code for Home Builders

- New Homes Quality Code
- Importance of HMLR-compliant estate/transfer plan; HMLR estate plan approval and approval of draft form of plot transfer
- Mortgage lender requirements, if applicable

b) Key documents

- Contents of typical contract for sale
- Contents of typical Form TP1

c) Pre-contract searches, enquiries, planning and agreements

- Planning and building regulations considerations; pre commencement conditions
- Additional searches and enquiries: search of the index map (Form SIM); commons registration search; environmental matters; former use of the land; company search against a corporate developer; Form TA8
- Section 106 planning agreements; Community Infrastructure Levy
- Sustainable Urban Drainage systems
- Road and drainage agreements and bonds
- Replies to pre-contract enquiries; non-Protocol approach used by developers' conveyancers

d) Insurance

- New build warranty
- Insurance of new homes; Flood Re scheme

e) Exchange of contracts and completion

- Exchange: deposit held as agent (including risk); long-stop completion date
- Official search with priority (Form OS2); company search (if applicable)
- Completion on notice from developer; issues with arranging finance and regarding any related sale
- HMLR application for registration; creation of a new register and title plan for the plot transferred; entries made in developer's title to retained land

f) Management companies (in outline)

	• Memorandum and Articles of Association • Buyer - acquiring a share in the management company • Company limited by guarantee • Company search
21. Residential conveyancing transactions – acting on a probate sale and purchase	An effective residential conveyancer must be able to deal with more complex conveyancing matters, including a sale or purchase of a property in a probate matter. Therefore, you will need to know the following: a) Types of Grant of Representation (recap only) • Grant of Probate • Grant of Letters of Administration • Grant of Letters of Administration with Will annexed • Significance of obtaining the correct type of Grant when dealing with the sale of a property in a probate matter b) Contract issues and pre-contract enquiries • Drafting the contract using the SCS; limited title guarantee • Limiting seller's liability for replies to enquiries • Insurance issues • Allowing the buyer into occupation before completion (SCS Standard Condition 5.2) • Allowing the buyer access to the property between exchange and completion to carry out work; undertaking in respect of keys
22. Residential conveyancing transactions – acting on a purchase of a buy to let property	An effective residential conveyancer must be able to deal with more complex conveyancing matters, including acting for a buyer who is purchasing a buy to let property. Therefore, you will need to know the following: a) When the buyer client is a company • Enhanced due diligence requirements regarding identification and money laundering • Registration of any new charge on the property with Companies House within 21 days of completion and before registration at HMLR b) Properties sold subject to existing tenancy agreement

	• Contents of a tenancy agreement (including impact of Renters' Rights Act 2025 re assured shorthold tenancies in England) and an occupation contract in Wales (both in outline) • Obtaining a copy of the tenancy agreement and any notices • Tenancy deposit scheme • Rent arrears • Rent authority letter c) Buy to let mortgage offer (if applicable) • Key terms of the offer • Company directors acting as guarantors; potential conflicts of interest d) Houses in Multiple Occupation (HMO) (in outline) • Housing Act 2004: criteria for HMO; licensing scheme e) SDLT (in England) and LTT (in Wales) implications (in outline
23. Residential conveyancing transactions – acting on a deed of easement	An effective residential conveyancer must be able to recognise when a deed of easement is required in relation to a residential property and be able to identify the key issues in relation to the deed and its terms. Therefore, you will need to know the following: • Identifying the dominant and servient tenements • HMLR-compliant deed plan • Extent of rights to be granted and reserved • Required covenants (e.g. maintenance) • Contents of a straightforward, two-party deed of easement • Obtaining the lender's consent, if applicable • Making the application for registration to HMLR

24. Securing a positive obligation	The difficulty with the enforceability of positive covenants in a freehold transaction was covered in the Advanced Module. An effective residential conveyancer must be able to identify what solutions are available to ensure that a positive covenant can be enforced. Therefore, you will need to know the following:
	• Indemnity covenant:
	  ▪ Chain of indemnity
	  ▪ Entry made in proprietorship register

	▪ SCS Standard condition 4.6.4 ▪ Need for buyer to sign the transfer ▪ Position where there is a broken chain • Deed of covenant secured by entry of a restriction: ▪ Drafting of deed of covenant ▪ Form of restriction • Rentcharge: ▪ Imposition of rentcharge; Rentcharges Act 1977 ▪ Distinguish 'historic' forms of rentcharge from an 'estate' rentcharge ▪ Pitfalls of Law of Property Act 1925 s 121 and impact of the Leasehold and Freehold Reform Act 2024 ▪ *Roberts v Lawton [2016]* ▪ Potential for problems with a mortgage lender ▪ Possible solutions to issues regarding rentcharges
25. Dealing with HMLR requisitions	HMLR will raise a requisition if it cannot proceed with an application for registration. This presents a risk to conveyancers. Therefore, you will need to know the following: • Notification by email only – risks involved • Common types of requisition and acceptable solutions: missing plans, missing deeds, deed incorrectly witnessed, failure to indicate the co-ownership situation, missing identity information, further evidence of identity that may be required • Potential consequences of failing to comply with a requisition
26. Looking ahead to proposed reform	Conveyancing is regularly the subject of potential reform. An effective residential conveyancer should therefore have an awareness of current proposals for reform. Therefore, you will need to know the following: • Law Commission report "Leasehold home ownership: buying your freehold or extending your lease" (Law Com No. 392) • Leasehold and Freehold Reform Act 2024 • Law Commission report "Reinvigorating commonhold: the alternative to leasehold ownership" (Law Com No. 394) • Reservation agreements

	• Electronic signatures of mortgage deeds and awareness of further technological developments • Law Commission report on Electronic Execution of Documents (Law Com No. 386) • Law Commission report “Making Land Work: Easements, Covenants and Profits à Prendre” (Law Com No. 327) • Law Commission report “Updating the Land Registration Act 2002” (Law Com No. 380)