CHIEF EXAMINER REPORT

JANUARY 2026

LEVEL 6 UNIT 17 - CONVEYANCING

The purpose of the report is to provide candidates and training providers with guidance as to the key points candidates should have included in their answers to the January 2026 examinations.

The 'suggested points for responses' set out points that a good (merit/distinction) candidate would have made.

Candidates will have received credit, where applicable, for other points not addressed.

Chief Examiner Overview

This exam covered the conveyancing process in relation to a leasehold sale and a freehold purchase, with the assistance of a new mortgage, from pre contract work to registration.. It required candidates to take their general knowledge and understanding of the underpinning law and the conveyancing process and apply it to the specific facts that were presented in the case study materials (CSM). Those candidates who passed this exam showed understanding of the questions asked and the facts in the CSM, leading to good explanations of the law and the various conveyancing steps necessary, which were then applied to the facts in the CSM.

What candidates did well:

- Studied the local search results in the CSM and had an awareness of issues they needed to consider.
- Paid attention to the facts in the CSM about the purchase property and explained their justifications for further pre contract searches they would do.
- Observed the potential for conflict of interest between the buyer clients and the mortgage lender client.
- Showed good knowledge of what was required for a first registration and applied this to the facts.
- Demonstrated good understanding of the restriction on the register of the leasehold sale property and were able to explain it's impact and what steps needed to be taken.

What candidates did less well:

- Knowledge of the documents that would be required from the landlord/ management company rather than the Land Registry or the sellers themselves.
- Knowledge of how joint ownership devolves on death and confusing the purpose of a death certificate and a grant of probate.
- Following on from the above, knowledge of the need for a 2nd trustee to overreach beneficial interests and how this would be dealt in a draft contract, along with other special conditions necessary for a leasehold property where there was a non owning occupier, and the seller was wanting to synchronise the sale and purchase.
- Title investigation in relation to a lasting power of attorney and the difference between an office copy and a certified copy of that document. Also, recognition of the need to cover bankruptcy in relation to the buyer clients as well as the donor under the deed of gift in the title in relation to the land charges search on the purchase.
- Not having up to date knowledge of SDLT thresholds and first time buyer relief.

Candidate Performance and Suggested Points for Responses

It is noted that the low numbers of candidates taking the Level 6 exams limits the scope for constructive feedback to be given and for firm conclusions to be reached. Therefore, feedback on candidate performance may be limited.

Question 1a	10 marks
On occasion, candidates would write down everything they knew that should go in the pre-contract package or documents that were not relevant on the facts. This tends to show that candidates did not read the question fully and/or had not prepared for documents that were relevant to a leasehold property.	
Suggested Points for Response:	

- Ground Rent Receipt for three years in accordance with UK Lenders Handbook – to ensure this has been paid and no arrears owing.
- Leasehold LPE1 giving financial and management information (credit any point that is covered by LPE1 not otherwise identified e.g. large future expense, sinking fund, disputes)
- Copy block insurance Policy – to check Landlords have this on risk
- Consent to Assignment - consent is required to the assignment of the Lease
- This must be applied for at this stage so that it is available before exchange of contracts.
- Failure to do so could result in transaction being rescinded if consent to assignment is not available within three days of completion. (See standard condition. 8.3. – not required for mark)
- 3 years Service Charge accounts – to gain an idea of how much service charge is/ what costs have been expended recently
- Service charge receipts - to check there are no arrears
- Information on up to date notice fees/ fees for notice of assignment and charge required under the Lease
- Memorandum and articles of association to show the management company's constitution/ how it operates

Question 1b	6 marks
There was evidence of candidates not understanding, or not studying, the lease extract in the CSM which would have helped with this answer.	
Suggested Points for Response:	

- Restriction prevents Buyers' Transfer being registered without a certificate (RXC)
- signed by a Director of the Management Company/or a Conveyancer that the buyers have entered into a deed of covenant as required in the Lease
- The Management Company will prepare the deed as per the prescribed form in the Lease
- The seller's lawyers must liaise with the Management Company to obtain a draft, have this approved by buyers' lawyers and obtain signatures
- Deed of covenant and duplicate must be lodged with the Landlord/Management Company on completion by the seller's lawyer
- Certificate that the restriction complied with to be lodged at Land Registry with buyers' application for registration

Question 1c	7 marks
Many candidates did not distinguish between the death of a first co-owner and the need for a death certificate with the death of the survivor and the need for a grant of probate. Some candidates thought a will was evidence of title. Again, some candidates just wrote down documents of title generally meaning they had not read the question preamble or the question properly.	
Suggested Points for Response:	
- Grant of Probate to Nuili Chopra's estate - Evidences Priya's authority to sell - Death certificate of Arjan Chopra - Evidences he has died before Nuili - Copy notice receipted by Landlord/Management Company of Arjan's death in accordance with Clause 6.19 of the Lease - Office copy of Deed 29 April 1988 referred to the charges register of leasehold title. - Evidences the third party rights that may affect the property	

Question 1d	5 marks
For 1di most candidates often just put the sellers' name, omitting the address. For 1d ii some candidates did not show knowledge of what title guarantee meant although for those that did know, most got this sub question correct. Candidates were not able to extract key points concerning special conditions.	
Suggested Points for Response:	
Seller: - Seller 1. Priya Chopra – Flat 12, Greyfriars House, Warwick Row , Coventry CV1 5ED - Seller 2. Name and address of another (to act as 2nd trustee to overreach equitable interest as a result of Arjan and Nuili's deaths) **Title guarantee**: - Limited **Special conditions:** - Reinstatement of fence at seller's expense before completion - Modification of implied covenants under s4(b) LPA (MP)A 1994 in relation to tenant's covenant to repair/ decorate	

Question 2a	10 marks
This question was answered well overall with most candidates achieving the majority of points available.	
Suggested Points for Response:	

- 1.1(c) The property is in a conservation area. This means the renovation works to the exterior/ installation of windows made by the seller may need additional consent.
- 2.1 High Street is maintained at the public expense but Mill Lane is not
- Need to review the title documents to ensure there is a right of way for the benefit of Mill Cottage
- Raise requisitions with the seller's lawyer to find out more information including any cost contributions to maintenance
- They may not know as the seller is acting as attorney
- 2.2 There is a public footpath on southern boundary
- Clients should inspect it to check for any issues/ ask the seller if there have been any issues/clients be advised that boundary fences , trees, hedges adjacent to this footpath must be maintained to prevent obstruction
- 3.9 Reveals enforcement notice
- Ask seller's Lawyers to make enquiries regarding what it relates to
- Cannot proceed with purchase until it has been dealt with as breach will pass to our clients
- It is not possible to get indemnity insurance for breach of planning as council have taken enforcement proceedings
- Should ask seller's Lawyers for copies of all planning permissions to check conditions been complied with the correspond with what is revealed in search

Question 2b	6 marks
This question was also answered well by most candidates, some achieving full marks. Several candidates identified relevant pre contract searches and gave justifiable reasons for them on the facts in the CSM.	
Suggested Points for Response:	

- Water and Drainage (CON29W)
- This search will confirm if the property is connected to mains drainage as the clients do not know if it is private or not. (Award mark for other sensible reasons including water meter, charges etc)
- Chancel Search
- The property is located near a church so search will reveal if there is a potential liability for payment towards upkeep so indemnity insurance should be obtained
- Coal Mining Search
- The house was built for miners and therefore suggests mining has occurred in the area
- Search will confirm if mining has occurred, risk of subsidence etc

Question 2c	6 marks
This question was answered reasonably well, however, a few candidates identified the type of search generally so were credited with low marks. Most candidates who scored on this question achieved half marks.	
Suggested Points for Response:	
• 1950 Conveyance to James Simms - root of title • Land charge search results (if available) against James Simms • 1988 Deed of Gift to Hazel Simms • Land charge search (if available) against Hazel Simms • Office copy Lasting Power of Attorney for Charlie Simms • Any other sensible suggestions e.g. receipted mortgage deed, deed of grant, deed of covenant	

Question 3a	7 marks
A number of candidates had no knowledge of title checks on a power of attorney. Also, many candidates did not recognise that they should have an office copy of the power instead of a certified copy. Although quite a specific area of title, it was signposted in the CSM.	
Suggested Points for Response:	
• Check that the power is registered • Observation that an office copy of the lasting power is evidence of its contents and the fact that it has been registered. • Check that the power is still in force. • A register of lasting powers is maintained by the Public Guardian and can be searched to check that the power remains in force • Check that the identity of the attorney is clear • Check that the attorney is acting within the scope of their authority • Check whether the authority is limited by any restrictions or conditions. • Reason for checks is to ensure Charlie is able to transfer the legal estate/ transfer will be accepted by the Land Registry	

Question 3b	6 marks
This question was answered well overall. Most candidates recognised the issue with a conflict of interest.	
Suggested Points for Response:	
• Priya and Jan and Coventry are both clients so professional duty owed to both • Would need to tell Coventry about price reduction • Otherwise a conflict of interest between the clients will arise • Lawyer will not then be able to act for both under SRA Code of Conduct (para 6.3) • Would first have to obtain Priya and Jan’s consent to inform Coventry of price reduction • Lenders Handbook (Section 6.3) confirms discrepancies in price should be reported to Coventry	

Question 3c	10 marks
Although most candidates recognised there was the need for a simultaneous exchange of contracts, many did not recognise the question was limited to exchange on the sale or the process by which exchange should occur under Law Society Formula C.	
Suggested Points for Response:	

- Exchange by telephone using Formula C
- Because our clients have a chain/ linked transaction/ linked purchase
- Take clients' authority to exchange on both sale and purchase and their instructions that proposed date of completion agreed
- Telephone buyers' lawyer, confirm both contracts are the same and signed and the proposed completion date
- Buyers' lawyer will give "release"/ undertaking to exchange if we telephone them back by 4pm under Part 1 Formula C (accept any reasonable time)
- This undertaking protects us from the buyers withdrawing before 4 pm so we can safely exchange on our related purchase.
- Exchange on the purchase and call back the buyers' lawyer to comply with Part 11 Formula C and confirm exchange on sale.
- Contracts dated and completion date inserted in contract
- Both lawyers undertake to hold their clients' part of the contract to the order of the other and to send out that day
- We also undertake to send the deposit to the Seller's Lawyer that day/ arrange for our buyer's lawyer to forward deposit direct to our seller's lawyer
- These undertakings ensure that the exchange agreed over the phone is fulfilled

Question 4a	10 marks
This question was based on the names and dates covered in a land charges search. The CSM clearly signposted the purchase was an unregistered title.	
Suggested Points for Response:	

- James Simms 1950 - 1993 (to ensure no bankruptcy within 5 years of gift, otherwise gift could be set aside)
- Hazel Simms 1988- 2026
- Charlie Simms 2026 -2026
- Priya Chopra 2026 -2026
- Jan Biniek 2026 -2026

Question 4b	7 marks
Those that answered well were up to date with their SDLT knowledge. Those that did not do well had not updated their knowledge from the manual they were using, despite updates being available, or from research on the government website (because the current government changed the rates in April 2025).	
Suggested Points for Response:	
• Prior to completion Priya and Jan would have authorised firm to make SDLT payment/ signed draft SDLT1 • And that you have cleared funds on account to pay SDLT prior to completion • As first time buyers, Priya and Jan entitled to first time buyer relief • There will be no stamp duty payable on the purchase price up to £300,000 • They will have to pay 5% SDLT on the remaining £160,000 (£8,000) • We need to submit the stamp duty application via form SDLT1 online with the payment • Within 14 days of completion • Receive SDLT5 to confirm SDLT requirements complied with	

Question 4c	10 marks
This question was answered reasonably well. Most candidates understand how to make an application for registration, however, many candidates omitted the mortgage deed.	
Suggested Points for Response:	
• Apply for first registration using form FR1 • Form DL (in duplicate) • Application must be made within 2 months of completion (s7 LRA 2002) • Include originals of the deeds in the epitome/ 1950 Conveyance, 1988 Deed of Gift • Office copy Power of Attorney • Land charge search result/ K17 • SDLT5 • Transfer to Priya and Jan executed by all parties • Mortgage deed to Coventry • Fee • Receive back title information document • And official copies of new register and title plan • Form DI	