



CHIEF EXAMINER REPORT

JUNE 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 June 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 an unregistered freehold sale and a registered freehold purchase of a new build property, being sale of part of the registered title, with the assistance of a new mortgage, from first registration and pre contract work to late completion, all of which is covered in the unit specification.

What candidates did well:

- a) Paid attention to the unregistered title documents, and had prepared for a question on land charge searches which they could apply to the facts.
- b) Paid attention to the facts in the CSM about the purchase property, in particular potential planning and existing covenant issues and had prepared for answers in relation to the extension and possible business use.
- c) Observed there was a gifted deposit and this may be an issue for the lender on the purchase.
- d) Showed good knowledge of how the SCS applied when completion never took place after notice to complete had been served on the sale and advised the client accordingly.
- e) Demonstrated good understanding of the covenants and easements that would be included in the transfer of part on the facts in the CSM.

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.

Section A

Question 1a	8 marks
Many candidates understood the unregistered title and had clearly anticipated a question on this. No candidate achieved full marks because no candidate knew/was aware of the fact a gift of land could be set aside if the donor becomes bankrupt within 5 years of the gift.	
Suggested Points for Response:	
• Land Registry will require a land charges search to check for any registered interests against the property • The 1980 Conveyance indicates the property is subject to restrictive covenants • So would expect to find a Class D(ii) land charge registration against Norman Grant • Search against Norman Grant • For the period of his ownership plus 5 years 1980 – 2002 • Because a gift can be set aside if the donor becomes bankrupt within 5 years of the date of the transaction • Also search against Freya Bailey • For the period of her ownership 1997 – 2026	

Question 1b	10 marks
Only 1 candidate understood that the application must be made by post and many incorrectly included the receipted mortgage. No candidate knew the FR1 form well enough to state ID requirements and most candidates omitted to include any land charge searches, even though these were carried out in the previous question.	
Suggested Points for Response:	
• Application made by post to Land Registry • On Form FR1 • And use form DL to list the enclosures • Include a coloured scale plan/ coloured plan on 1980 Conveyance is a scale plan • Must pay a (reduced) fee based on property's current value • Confirm identity of Freya Bailey and Susan Shah as conveyancer acting in form ID1 • Include originals of: • 1980 Conveyance as root of title • And land charge search/ K15 search results against Dina Patesh • 1997 Deed of Gift • Recent land charge search/ K15search result against Norman Grant and Freya Bailey • Form DI	

Question 1c	7 marks
The part of the question on Kieran's unregistered interest was answered slightly better by some candidates (some did not answer this question at all) but no candidate referred to this as an overriding interest.	
Suggested Points for Response:	
Property register - Statement that the land is freehold - The postal address and reference to the title plan - Reference to the benefit of the easement of access granted in the 1980 Conveyance (subject to paying a proportion of the cost of maintenance) Charges register - Reference to the covenants contained in the 1980 Conveyance ((either by noting the 1980 conveyance as a copy retained by the Land Registry or by endorsing the actual covenants on the register itself) Potential unregistered interests - As Kieran has not contributed financially towards Cranley Farm, been involved in any farming activity or paid rent - He would not have an overriding interest under Sch 1 LRA 2002 - Even though he is in actual occupation	

Question 2a	7 marks
While the question required candidates to apply facts in the CSM to the special conditions in contract they would use, it is clear many candidates are unfamiliar with the pre-printed special conditions in the SCS and had little idea of how to cover specific facts/ requirements in the contract. The SCS are used widely in practice and is the governing contract for this unit. Most of the special conditions needed on the facts could have been anticipated from the CSM.	
Suggested Points for Response:	
- Add Kieran's name to the Occupiers Consent clause for him to sign - To confirm he agrees to the sale, will release any interest he has in the property and will vacate on completion - Add a special condition stating that the Seller will remove the log burner from the living room before completion and make good at her own expense any damage caused by such removal - The log burner would usually be a fixture so would remain with the property on completion unless there is a special condition stating otherwise - Add a special condition stating the deposit will be held as agent for the seller - This will enable Freya to gift the deposit to Kieran for exchange on his purchase - Cannot rely on SCS2.2.5 because Freya does not have a related purchase so if not amended	

Question 2b	9 marks
Most candidates who answered this question knew the parent had to sign something for the lender but were unclear what this was and what evidence to support was needed. Several knew that the parent could not have an interest in the property but didn't recognise the risk of the parent living with the owner temporarily.	
Suggested Points for Response: • Santander will accept a gifted deposit from a parent of the borrower • Freya Bailey will need to sign a Gifted Deposit Declaration Form/ Letter • This confirms the source of the gift funds (sale of Cranley Farm) which will need supporting with evidence (e.g. memorandum of sale, solicitors' confirmation of instructions) • Kieran will need to supply a bank statement showing where the balance of the funds he is contributing are currently being held • Santander will not accept a donor who will have an interest in the property • Or who will occupy so Freya cannot move in with Kieran on completion of his purchase as planned. • AML/ID online checks on both Freya and Kieran already carried out will be relevant • Should also carry out a K16 bankruptcy search on Freya Bailey • As this is a new property, Santander will require signed copy of the Disclosure of Incentives form from the sellers as required by the Lenders Handbook • Provided the carpets, blinds, white goods and landscaping are in keeping with the value of the property, they will not be deemed incentives	

Question 2c	7 marks
Most candidates had anticipated this type of question from the CSM facts and showed some understanding of the GPDO 2015 and Article 4 Directions.	
Suggested Points for Response:	
• Permission is required for “development” of land • Under s55 TCPA 1990 (accept abbreviation of Act but must include correct date) “development” includes building extensions • But under the TCP(GPD)O 2015 (accept abbreviation or full title of Order but must include the correct date) • Certain specific types of development are permitted without express planning permission • This includes the planned extension as it is within the size limit of 4m x 4m at the rear and single storey • However as there is an Art 4 Direction, this excludes the TCP(GPDO) 2015 from applying to Ovingdean area • Therefore Kieran must apply for express planning permission from Brighton & Hove City Council/ local planning authority	

Question 3a	6 marks
Many candidates did not know how to draft a requisition on title or know why they would ask the question. Many candidates just requested documents that had already been covered in the CSM and some just referred to Form TA10.	
Suggested Points for Response:	
• Please confirm if the existing mortgage in favour of Shawbrook Bank Ltd affecting the whole of the title will be discharged on completion. If not, please confirm that it will be released as regards the part of the title that is being bought by our client • We will require your undertaking to hand over form DS3/ provide confirmation of e-discharge on completion or when received from the Bank • The client must acquire the property free of the existing mortgage so that Santander can take a first legal charge on it so a DS3/ e -DS3 needs to be provided so that it can be lodged at HM Land Registry with the application for registration of the purchase/charge • We note that the covenant restricting use of the land to a single private dwellinghouse has been breached by the development at the Rise • Please provide evidence of either removal of this covenant by the current landowner with the benefit of this covenant or consent to building of more than one residential house • Alternatively, please confirm that the sellers will provide at their own expense a suitable indemnity policy protecting this breach (to be agreed by us) on completion • The covenant contained in entry No 1 on the charges register of the title will run with the land and so will bind the client after completion. Confirmation is required that there is no current liability or that any such liability will be ‘covered’ by an indemnity insurance policy • Please confirm there has been no breach of the covenant relating to a caravan, house on wheels or large vehicle being parked on the land also referred to in entry no 1 on the charges register of the title. If this cannot be confirmed, please provide suitable evidence that the landowner with the benefit of the covenant has consented to the breach or an appropriate indemnity policy	

Question 3b	11 marks
Only a few candidates mentioned it was a guarantee / insurance in relation to structure of the property.	
Suggested Points for Response:	
i NHBC Buildmark warranty post completion protection • Cover in relation to any structural defects arising for the first two years after completion • The NHBC requires builders to remedy any defects but if they fail to do so NHBC will remedy them • For remaining 8 years only major structural defects are covered • The NHBC warranty provides insurance to cover the cost of remedying defects up to a specified financial limit noted on the Buildmark agreement ii Use of the property • The conveyance dated 28th July 1973 contains a restrictive covenant limiting the use of the land forming the development to “a single private dwellinghouse” • Provided the covenant was correctly registered as a Class D(ii) land charge on creation • this covenant binds the owners for the time being of the property • Ordinarily, use of part of the property for the pursuit of a hobby would not infringe the covenant • But on the facts, Kieran’s carpentry hobby could be argued to be a business as he is selling the furniture • This may infringe the covenant but it is a question of fact and degree (e.g. how many pieces of furniture does he sell, do actual/prospective buyers visit the property or do they simply buy/browse online, is Kieran’s main job still an engineer etc?) • Indemnity insurance is unlikely to be available in relation to a prospective, rather than past breach	

Question 3c	10 marks
Better candidates recognised that the sale could complete first and the clients could move into temporary accommodation with funds available for completion on purchase within the 10 days.	
Suggested Points for Response:	
• Completion of the sale of Cranley Farm will be on whatever date is agreed between the parties • Completion of the purchase of Plot 8 is triggered by service of a Practical Completion Notice by the sellers • And must follow within 10 working days under clause 5 of the contract • The timing of the service of that notice is unpredictable, and the buyers of Cranley Farm are unlikely to agree to completion on notice to tie in with Plot 8 • Consequently, simultaneous completion is unlikely • In order to secure a sale of Cranley Farm, Freya may need to complete her sale before Kieran completes on his purchase of Plot 8 • Temporary alternative accommodation may be required • As long as the deposit paid on Cranley Farm is held by Kempstons as Agent and will be passed to her on exchange • In this case Freya and Kieran would still need to exchange contracts on both properties on the same day so Kieran could utilise the gifted deposit (see above)	

Question 4a	10 marks
Most candidates who understood what they were being asked made a reasonable attempt at identifying covenants that would be in the Transfer of the Plot. Some candidates lost a simple mark because they did not indicate the proportion of the contribution to the road maintenance as per the CSM and just identified "a proportion".	
Suggested Points for Response:	
i. Covenants • Appropriate indemnity covenant (in relation to existing covenants on the title) • covenant to use the Property as private residence only • covenant not to build any extension or make alterations to the Property except in accordance with plans first approved by the Transferors • covenant to maintain at the Transferee's expense the close boarded fence (which is to be erected by the Transferor) along the rear boundary of the Property • covenant to contribute one eighth of the cost of repair and maintaining the Road when demanded ii. Easements • right of way at all times and for all purposes on foot or with vehicles over the Road • subject to the Transferee paying one eighth of the cost of repairing and maintaining the Road • right to connect into and use the services and drains under the Retained Land • declaration that Law of Property 1925, s 62 and/or the rule in Wheeldon v Burrows do not apply	

Question 4b	6 marks
There was a divide here between candidates who knew the relevant official search for a search of part of a title and it's purpose so achieved high marks and those who selected the incorrect search form and so did not identify the correct information.	
Suggested Points for Response:	
• Form OS2 • Date of plan and quote plot number (if plan already submitted to HMLR)/ copy of transfer plan • "Search from" date on official copies • Search updates the register since the date of the official copies • And gives priority for 30 working days from search result within which to lodge registration application • Santander UK as charge/lender (also protects the buyer client)	
Question 4c	9 marks
Those who answered this question well also recognised that the client could claim for damages over and above the contractual compensation and gave reasonable suggestions for what she could claim.	
Suggested Points for Response:	
• Freya can rescind the contract • And forfeit the 10% deposit paid on exchange • And claim damages for losses that exceed the amount of the forfeited deposit (e.g. sale at a lower price) • Because she would not have taken on temporary accommodation if she had not sold to these Buyers / Because she was going to take on temporary accommodation anyway, so it is not a direct loss of the failure to complete • She may be able to claim furniture/fittings storage costs	