



**CILEX Level 3 Certificate in Law and Practice/
CILEX Level 3 Professional Diploma in Law and Practice**

Unit 19 – Residential and Commercial Leasehold Conveyancing

Question paper

November 2023

Time allowed: 1 hour and 45 minutes (includes 15 minutes reading time)

Instructions and information

- It is recommended that you take **fifteen** minutes to read through this question paper before you start answering the questions. However, if you wish to, you may start answering the questions immediately.
- You must answer **all** questions.
- This question paper is out of 70 marks.
- The marks for each question are shown — use this as a guide as to how much time to spend on each question.
- Write in full sentences — a yes or no answer will earn no marks.
- Full reasoning must be shown in your answers.
- Statutory authorities, decided cases and examples should be used where appropriate.
- You are allowed to use your own printed copy of the pre-release case study materials, as long as the materials are not annotated in any way. Alternatively, you can access the electronic version of the pre-release case study materials available in the examination.
- You are allowed to make notes on your scrap paper during the examination.
- You are **not** allowed access to any statute books.
- A basic calculator is provided should you require the use of one.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

Turn over

Question 1

Reference: Question relates to **Document 1** of the case study materials.

In relation to Flat 17, Brooks Place, Church Lane, Longbury, Hartshire, AT16 2LP

During your initial interview with Iona, she informs you that when she recently visited the sales office for Brooks Place, she was disappointed to discover that the price of the flat is now being quoted at the figure of £277,000. She says she originally 'shook hands on the deal with the marketing person' and so had understood that she had a binding agreement to buy the flat at the price of £270,000.

- (a) Identify the **three** conditions that are required for a binding contract for the sale of land. **(3 marks)**

Having resolved the initial confusion about the price of the flat, you open a file for the purchase and proceed to write your initial emails.

- (b) Identify and explain the reason(s) for **two** emails that you will write at this stage of the conveyancing procedure. **(4 marks)**

You have now received the pre-contract package (contract bundle) in accordance with the Conveyancing Protocol 2019 from the solicitors acting for Blade Developments Limited. You have also received the results of your Local Land Charges search (LLC1), Standard Enquiries of the Local Authority (CON29) and drainage and water search (CON29DW). Your checks have further confirmed that the property is not in a coal-mining area.

- (c) Identify and explain **four** additional pre-contract searches you would consider carrying out on behalf of your client. **(8 marks)**

You have explained the contents of the draft lease of Flat 17 to Iona and she is concerned about what would happen if her new neighbours in the other flats failed to comply with their leasehold covenants. You have checked the draft lease and it incorporates a common method for a tenant to ensure that covenants can be enforced against other tenants.

- (d) (i) Identify what provision you would find in a lease to deal with this issue. **(1 mark)**
(ii) Explain how such a method of enforcement would operate. **(3 marks)**

(Total: 4 marks)

Contracts have been exchanged and you are now preparing for completion of the purchase. You send the TA13 Completion Information and Undertakings form to the seller's solicitor.

- (e) Give **two** examples of matters dealt with by this form. **(2 marks)**

(Total: 21 marks)

Question 2

Reference: Question relates to **Documents 2, 3 and 4** of the case study materials.

In relation to the purchase of 1 Morgan Road, Longbury, Hartshire, AT7 9BD

Kempstons' charging policy is to provide clients with estimates for their work rather than fixed-fee quotes.

- (a) Briefly describe how a fixed-fee quote differs from an estimate.

(2 marks)

Nile and Beth have contacted you as they are concerned about the physical condition of 1 Morgan Road. They are worried about the condition of the roof and the window frames.

- (b) Explain why you would advise your clients to have a survey of 1 Morgan Road. Would you advise them to rely on their lender's valuation or would you advise them to have another type of survey? Be sure to provide reasons for your answer.

(6 marks)

- (c) Consider Nile's and Beth's proposal for the extension referred to in the File Note (**Document 2**).

- (i) Explain the title implication of entry number 1 in the charges register of the title (**Document 3**) and any steps you may need to take or consider to deal with this issue.

(4 marks)

- (ii) In relation to the same proposal, explain the implication of the local land charge entry (**Document 4**) and any steps you may need to take or consider in order to deal with this issue.

(4 marks)

(Total: 8 marks)

Question continues on the following page

Turn over

Contracts have been exchanged on the purchase of 1 Morgan Road. The contract incorporates the Standard Conditions of Sale (Fifth Edition – 2018 Revision).

A local weather warning has recently been given in relation to severe thunderstorms, high winds and heavy rain. Nile and Beth have contacted you as they are concerned this stormy weather could further damage the roof of 1 Morgan Road and cause internal damage to the property.

- (d) (i) State who would be responsible if such damage occurred between exchange of contracts and completion.

(1 mark)

- (ii) Explain who would be responsible for insuring the property if such damage occurred between exchange of contracts and completion.

Please note: You do **not** need to quote specific Standard Conditions of Sale in your answer.

(7 marks)

- (e) Following completion, you have been dealing with the post-completion steps.

- (i) Identify the document that the Land Registry will issue following completion of the registration of title.

(1 mark)

- (ii) Identify the check you should make to address the lender's requirements in relation to the title documents so that you can close the file.

(1 mark)

(Total: 26 marks)

Question 3

Reference: Question relates to **Document 2** of the case study materials.

In relation to Flat 4d, Maple Gate, Longbury, Hartshire, AT2 3JH

Prior to the purchase of 1 Morgan Road, Longbury, Beth has been living at Flat 4d, Maple Gate, Longbury, Hartshire, AT2 3JH. With the purchase of 1 Morgan Road due to complete shortly, Beth is planning to vacate the flat. When you asked her about the status of her agreement, she replied that: "It can't be a proper lease as there was never anything in writing."

Explain whether or not Beth's lease of Flat 4d could be a legal lease.

(6 marks)

(Total: 6 marks)

Question 4

Reference: Question relates to **Document 5** of the case study materials.

In relation to 35 Denne Road, Brampton, Longbury, Hartshire, AT1 4LP

Lamon has received a request from Tony, his tenant, to assign his lease to Tinska Supplies Limited ('Tinska').

Lamon is concerned about Tinska's ability to pay the rent and observe the covenants in the lease as Tinska is a recently formed company. Lamon has been provided with little information about its trading record and is yet to receive any references that relate to the company.

You have looked at the lease extracts (**Document 5**).

- (a) Explain whether Clause 15 in the lease can assist Lamon's concerns if he decides to permit the assignment.

(7 marks)

The assignment to Tinska has been completed. However, Lamon's concerns about the financial status of Tinska have turned out to be justified as the company has failed to pay its last rent payment.

- (b) Explain the remedies Lamon can seek in respect of the non-payment of rent.

(8 marks)

Lamon recently spoke to a local surveyor who mentioned that commercial leases usually provide a landlord of premises with a 'clear rent'.

- (c) Briefly explain the meaning of the phrase 'clear rent'.

(2 marks)

(Total: 17 marks)

End of the examination