



**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**

**June 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.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

***Turn over***

**Answer ALL questions.**

**Question 1**

Reference: Question 1 relates to **Documents 1 and 2** of the case study materials.

**In relation to 94 Dove Street, Longbury, AT17 4JK**

Louise and Cameron have arranged mortgage finance with Diligent Bank. Louise and Cameron have asked you whether you will be able to represent both them as well as the bank.

- (a) Explain why it is likely to be acceptable for you to act for both Diligent Bank and Louise and Cameron in relation to this transaction.

**(8 marks)**

Alan Waring has seen Louise and Cameron to give initial advice and take instructions.

- (b) Identify **three** financial matters that Alan Waring should have discussed with them in relation to their purchase.

**(3 marks)**

In relation to Louise and Cameron's proposed extension referred to in the File Note (**Document 1**):

- (c) (i) Explain whether entry number 1 in the charges register of the title (**Document 2**) will have an impact on their proposed extension;

**(4 marks)**

- (ii) Explain any steps you may need to take, or consider, in order to deal with this issue if you discover that the proposed extension would breach entry number 1.

**(3 marks)**

All pre-contract matters have now been dealt with on both the sale and purchase, and Alan Waring is ready to exchange contracts by telephone.

- (d) Explain which Law Society formula you would expect to be used on exchange of contracts on your clients' purchase.

**(4 marks)**

Your clients' purchase has been completed and you are now dealing with the post-completion matters. You have been instructed to deal with the Land Registry application for registration of the title.

- (e) State:

- (i) within what time limit you must submit your clients' registration application;

**(1 mark)**

- (ii) the effect on your clients' title if you fail to comply with that time limit.

**(1 mark)**

**(Total: 24 marks)**

## Question 2

Reference: Question 2 relates to **Document 3** of the case study materials.

### **In relation to Flat 2, Milewell Street, Longbury, Hartshire, AT25 7TG**

Sixteen months ago, Zaina and Ben signed an agreement with the freehold owner of the flat to occupy it for 18 months in return for a monthly fee. The owner reserved a right in the agreement to enter, inspect and, if necessary, repair the flat without the need to provide notice. The owner has frequently exercised this right during their occupation.

- (a) Identify the essential characteristics of a lease.

**(3 marks)**

- (b) Explain whether Zaina and Ben's agreement satisfies these essential characteristics, concluding with your assessment of the nature of this agreement.

**(6 marks)**

**(Total: 9 marks)**

**Turn over**

### Question 3

Reference: Question 3 relates to **Document 3** of the case study materials.

**In relation to Flat 8, Stonecross Court, Hole Street, Longbury, Hartshire, AT27 3DF**

Your conveyancing partner, Alan Waring, has suggested that Zaina and Ben may wish to co-own Flat 8, Stonecross Court as beneficial tenants in common.

- (a) Explain why a tenancy in common may be appropriate in their circumstances.

**(6 marks)**

The pre-contract package has now been supplied by Costwell's conveyancers.

- (b) Identify **two** documents that should have been included in the pre-contract package for Flat 8, Stonecross Court and give one example of information that each document you have identified would supply.

**(4 marks)**

Contracts have now been exchanged.

- (c) Explain whether you would use a Form TR1 transfer deed in this case and, if not, what document(s) you would use instead.

**(4 marks)**

- (d) Identify **two** pre-completion searches that you would carry out on the facts of this transaction. Explain the purpose of each search and the information that each search result would reveal.

**(5 marks)**

- (e) Explain whether this transaction will qualify as a notifiable transaction for the purposes of Stamp Duty Land Tax.

**(2 marks)**

**(Total: 21 marks)**

#### Question 4

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

##### In relation to Unit 2, The Wellow, Longbury, Hartshire

Zaina has requested some advice because the roof of Unit 2 has been damaged during recent storms and will be expensive to repair. The tenant of the unit, TSC, is refusing to pay towards the repair costs.

- (a) Consider the lease extracts (**Document 4**) and explain whether the tenant is obliged to repair the roof under the lease provisions.

**(5 marks)**

Zaina's lease contains a five-yearly rent review clause.

- (b) Identify **three** different types of rent review clause that would be suitable for this lease.

**(3 marks)**

Zaina wants your advice as to whether the lessee of Unit 2 will have any security of tenure.

- (c) Explain the conditions that would have to be satisfied for a tenant to gain the protection of Part II Landlord and Tenant Act 1954.

**(8 marks)**

**(Total: 16 marks)**

**End of the examination**

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