

CILEX

CPOQ

F4 – Introduction to Property and Private Client

Foundation Stage

2021

Version 2: Updated July 2022

F4: Introduction to Property and Private Client

The aim of this module is to give you the essential knowledge and understanding of the law and procedure relating to conveyancing and probate. There is a focus on the procedures required to act on a sale and purchase in a freehold residential conveyancing transaction. In addition, the module will introduce you to the purpose and content of a Will, the Intestacy Rules, how to apply for a Grant of Probate and the appointment of Personal Representatives. On completion of the module, you will know how to draft a straightforward contract of sale and transfer (TR1).

Throughout this module you must recognise the limit of your authority and experience and must know when to seek assistance.

The module covers:

- Organisations
- Underpinning land law
- Technical basics – the documents – property and private client
- Co-ownership
- Regulatory matters
- Technical basics – applying for probate and intestacy; personal representatives
- Technical basics – entitlement to act and personnel – property and private client
- Overview of the conveyancing transaction
- Taking instructions, initial steps and advice
- Deducing and investigating title
- Sale – drafting the contract and preparing the pre contract package
- Purchase – pre contract searches and enquiries
- Financing a purchase
- Reporting to client and exchange of contracts
- Preparing for completion
- Completion
- Post completion

Learning Outcomes

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

1. Explain the professional framework and organisations that you will encounter in conveyancing and probate practice
2. Describe the underpinning law relevant to the transfer of title and the preparation of a Will
3. Identify the key risks encountered in a conveyancing transaction including conduct issues, money laundering and post completion deadlines

4. Identify the procedures required to apply for a Grant of Probate and to carry out a residential freehold conveyancing sale and purchase with a registered title from taking instructions to registration of a buyer's title following completion
5. Know how to draft a contract and a transfer (TR1) and advise a client on appropriate procedures and next steps in a straightforward conveyancing transaction

Linked assessment: F4

TQT: 180 hours

Key Concepts and Initial Steps

1. Organisations

A trainee in the property and private client departments must deal with a number of organisations. In addition to the regulators already covered in the Ethics and Professional Responsibility module 1, you will need to know the following:

- a) Law Society
 - Conveyancing Protocol and Transaction (TA) forms: purpose and outline content of the Protocol, Property Information Form (TA6), Fittings and Contents Form (TA10), Leasehold Information Form (TA7), Completion Information and undertakings Form (TA13)
 - Conveyancing Quality Scheme (CQS)
- b) Council for Licensed Conveyancers (CLC)
 - Purpose of the CLC
 - CLC Code of Conduct, in outline
- c) Probate Registry
 - Purpose of the Probate Registry
 - Function of HM Courts and Tribunals Service (HMCTS) Probate
 - Applications for a Grant (in outline)
- d) HM Land Registry (HMLR)
 - Function of HMLR – in outline
 - Land Registration Act 2002 (LRA 2002); Land Registration Rules 2003
 - Applications to HMLR; use of the Portal; e-services; postal application
- e) Mortgage lenders
 - Purpose of UK Finance and the Building Societies Association
 - The difference between the UK Finance Mortgage Lenders Handbook and the Building Societies Association Mortgage Instructions

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| | <p>f) Society of Trust and Estate Practitioners (STEP)</p> <ul style="list-style-type: none"> • Purpose of STEP; status of STEP Trusts and Estates Practitioner • Code of Conduct (in outline) • STEP Standard Provisions for Wills (in outline) |
| <p>2. Underpinning land law</p> | <p>An understanding of the key land law concepts is a vital starting point. Therefore, you will need to know the following:</p> <p>a) Common law and equity</p> <ul style="list-style-type: none"> • Difference between common law and equity; equitable principles • Historical development (outline only) • Legal status of a Will and the fact that it is not a document of title • Equitable rights in a conveyancing transaction <p>b) Definition of land</p> <ul style="list-style-type: none"> • Law of Property Act 1925 (LPA 1925) and LRA 2002 definitions • Distinction between real and personal property • Distinction between legal and equitable rights – in outline • Distinction between a fixture and a fitting <p>c) Estates and interests in land</p> <ul style="list-style-type: none"> • The two legal estates in land – freehold and leasehold (also commonhold – in outline) • The five legal interests in land • Distinction between freehold and leasehold (commonhold in outline) <p>d) Leasehold land – in outline</p> <ul style="list-style-type: none"> • Key principles of leasehold land • Leases of different types of property: residential, commercial • Key terms of a lease: landlord covenants; tenant covenants; rent; term; forfeiture <p>e) Title to land</p> <ul style="list-style-type: none"> • Difference between unregistered and registered title • Compulsory first registration of title; the triggers for registration • Format of a typical register of title – Property register, proprietorship register and charges Register; the significance of the title plan |

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| | <ul style="list-style-type: none"> • Definition of an overriding interest; significance of a non-owning occupier in a conveyancing transaction <p>f) Third party rights in land</p> <ul style="list-style-type: none"> • Third party rights and their significance • Easements in outline; characteristics of an easement; how they are created; the difference between express grant and reservation; their significance to the conveyancing transaction • Creation of covenants in outline and the difference between restrictive and positive covenants • Mortgages; how a legal mortgage is created; the different types of mortgage (capital, repayment, pension, interest only); the significance of redeeming a mortgage and the undertaking risk for the seller's conveyancer; remedies of the mortgagee |
| <p>3. Technical basics. Documents: - property and private client</p> | <p>An effective property and private client trainee must be able to draft documents clearly and accurately and understand the legal significance of the documents that are produced. Therefore, you will need to know the following:</p> <p>a) Contracts and deeds</p> <ul style="list-style-type: none"> • Difference between a contract and a deed • Requirements for signature and witnessing of a contract and a deed; including e-signatures • s1 LP(MP)A 1989 re deeds <p>b) The requirements for a valid contract relating to land</p> <ul style="list-style-type: none"> • Offer • Acceptance • Consideration • s2 LP(MP)A 1989 <p>c) Wills and codicils</p> <ul style="list-style-type: none"> • Purpose of a Will; reasons for making a Will; purpose of a codicil • Format and structure of a Will; s9 Wills Act 1837 • Capacity to make a Will; the tests in <i>Banks v Goodfellow [1870]</i> and Mental Capacity Act 2005 • The requirements for signature and witnessing of a Will and codicil; s15 Wills Act 1837; dealing with a testator who is blind, where another signs on their behalf; remote witnessing of Wills (video witnessing: Covid-19) <p>d) Different types of document and their significance to conveyancing</p> <ul style="list-style-type: none"> • Conveyance |

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| | <ul style="list-style-type: none"> • Deed of gift • Transfer of whole (TR1) • Transfer of part (TP1) • Declarations of trust • Mortgage deed • Assent <p>e) Statutory declarations and statements of truth</p> <ul style="list-style-type: none"> • The purpose • The basic format • Execution formalities for a statutory declaration or statement of truth <p>f) Provision of documents in a conveyancing transaction—originals and copies</p> <ul style="list-style-type: none"> • Significance of original documents; holding deeds on undertaking to a mortgage lender; when to release originals • An examined copy of a document • An abstract • An ‘office copy’ of a Grant of Probate (or Letters of Administration) • A ‘certified copy’ and how it is produced • The status of unverified photocopied documents • Use of the HMLR Portal |
| <p>4. Co-ownership</p> | <p>An understanding of the rules of co-ownership is vital to carrying out client instructions in relation to (a) making a Will and the distribution of assets on death and (b) a conveyancing transaction. Therefore, you will need to know the following:</p> <p>a) Legal estate and beneficial interest</p> <ul style="list-style-type: none"> • Difference between the legal estate and the beneficial interest; when a co-ownership situation arises; trust of land; Trusts of Land and Appointment of Trustees Act 1996 (TLATA 1996) <p>b) Co-ownership and Wills</p> <ul style="list-style-type: none"> • How the two options for co-ownership of the beneficial interest affect a gift of property in a Will; significance of doctrine of survivorship in relation to a co-owned property held on a beneficial joint tenancy; severance of a beneficial joint tenancy <p>c) Co-ownership and registered titles</p> <ul style="list-style-type: none"> • Beneficial joint tenancy and how to recognise it in a registered title; beneficial tenancy in common and how to recognise it in a registered title |

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| | <p>d) Co-ownership and conveyancing</p> <ul style="list-style-type: none"> • When to give co-ownership advice in a conveyancing transaction; recognising and avoiding conflicts of interest in relation to co-ownership • Importance of a declaration of trust and a Will in relation to co-ownership • Principles of overreaching; need for trustees of land to give a valid receipt for the purchase; need to comply with a Form A restriction in a registered title |
| <p>5. Regulatory matters</p> | <p>To be an effective conveyancing and private client trainee you must understand conduct and regulatory issues which are pervasive and specific to your area of practice. Property transactions involve high risk. Therefore, you will need to know the following:</p> <p>a) Codes of Conduct</p> <ul style="list-style-type: none"> • Confidentiality and conflicts of interest in conveyancing (in outline); contract races; acting for buyer and seller in the same transaction • Dealing with elderly and vulnerable clients in relation to property • Avoiding conflicts of interest when drafting Wills; gifts to legal advisers • Contrast the CILEX Code of Conduct, Council for Licensed Conveyancers Code of Conduct and the SRA Codes of Conduct, in outline <p>b) Client care and client identification</p> <ul style="list-style-type: none"> • The 'client care' letter; ensuring that it meets the client's needs • Legal fees, VAT and disbursements; typical legal fees and disbursements on a residential conveyancing transaction (sale or purchase) • Informing the client about the firm's complaints procedure and their rights • Risk of fraud in conveyancing transactions; need for client identification in conveyancing transactions; best practice in relation to client identification; challenges of client identification when dealing with an elderly or vulnerable client <p>c) Undertakings</p> <ul style="list-style-type: none"> • Recognising an undertaking • Limitations on who can/should give an undertaking • Best practice in relation to undertakings; recording the giving and release of an undertaking • Examples of undertakings in a conveyancing transaction; Completion Information and Undertakings Form (TA13) |

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| | <ul style="list-style-type: none"> • Risk of implied undertakings in a conveyancing transaction; relevance to formulae for exchange of contracts <p>d) Money</p> <ul style="list-style-type: none"> • Money laundering risks in conveyancing transactions • SRA Accounts Rules and the difference between office account and client account; client account not to be used as a banking facility • Importance of cleared funds; avoiding a breach of SRA Accounts Rules • Cybercrime risks; identifying the bank account to which funds will be sent • Third Party Managed Accounts (in outline) • SRA Transparency Rules (in outline) <p>e) Taxation – a trainee will not be giving advice on the taxation aspects of a transaction, but should have an awareness of the relevant principles (in outline)</p> <ul style="list-style-type: none"> • Capital gains tax (CGT) and how it relates to a conveyancing transaction • Stamp duty land tax (SDLT) in England and Land transaction tax (LTT) in Wales (in outline); how these relate to a conveyancing transaction • Inheritance tax (IHT) and how it relates to Wills and probate (in outline) • Importance of limiting or qualifying any taxation advice given to clients |
| <p>6. Technical basics. Applying for a Grant of Probate; intestacy; personal representatives</p> | <p>An effective private client trainee must know what steps to take when a person has died, how to obtain a Grant of Probate or be able to recognise when an intestacy has arisen. Therefore, you will need to know the following:</p> <p>a) Preliminary steps when a person has died</p> <ul style="list-style-type: none"> • Register the death • Arrange the funeral • Notify government organisations, banks, building societies • Locate the Will if there is one • Value the estate • Consider payment of debts • Advertise in the Gazette <p>b) Circumstances where a Grant is not required</p> <ul style="list-style-type: none"> • Property held as joint tenants • Life assurance policies • Pension schemes • Life interests in trust property • Statutory nominations |

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| | <p>c) Applying for a Grant of Probate – in outline</p> <ul style="list-style-type: none"> • IHT forms to be sent to HMRC if applicable; IHT400; IHT 421 • Online applications for Grant of Probate • Paper applications for Grant of Probate • Documents to be lodged: probate application form with legal statement/statement of truth (online or paper version as applicable); probate fees; the Will • Renouncing probate • Power reserved • Caveats and citations • Payment of any IHT due <p>d) Intestacy</p> <ul style="list-style-type: none"> • Difference between property passing under a Will and on intestacy • Difference between intestacy and partial intestacy • Operation of the statutory trust of land; s 33 Administration of Estates Act 1925 (as amended) (AEA 1925) • Order of entitlement; including entitlement of spouses/civil partners; s46(2A) AEA 1925 <p>e) Duties, Powers and Remedies</p> <ul style="list-style-type: none"> • Duties, powers and remedies of personal representatives; collecting of assets, payment of debts, payment of tax, distribution of tax, distribution of estate, preparation of estate accounts • Duties, powers and remedies of trustees • Rights and remedies and beneficiaries • Self-dealing rule |
| <p>7. Technical basics. Entitlement to act and personnel: - property and private client</p> | <p>Recognising when a party has the authority to act in relation to a probate or conveyancing matter is essential to the effective administration of an estate or conveyancing transaction. Often, one person will be acting in more than one capacity. Therefore, you will need to know the following:</p> <p>a) Personal Representatives</p> <ul style="list-style-type: none"> • Executors - appointment under the Will - executors; power reserved; renunciation • Administrators – appointment where there is no Will or appointment of executors by a Will; r 20 or 22 NCP R 1987 • Authority to act – derives from Will if executor; derives from Grant if administrator <p>b) Administration of an estate - different types of Grant</p> <ul style="list-style-type: none"> • Grant of Probate • Grant of Letters of Administration • Grant of Letters of Administration with Will annexed |

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| | <ul style="list-style-type: none"> • Significance of the Grant when dealing with the sale of a property in a probate matter <p>c) The seller in a conveyancing transaction</p> <ul style="list-style-type: none"> • Checking the seller is the owner of the property and entitled to sell – considered in relation to registered land; the proprietorship register • Obtaining instructions from all co-owners; avoiding conflicts of interest • Checking that a surviving co-owner is entitled to sell (registered land only); surviving beneficial joint tenant; appointment of a second trustee • Lasting Powers of Attorney; Enduring Powers of Attorney; identification of the donor and the attorney; risks of acting in an attorney situation; identifying the client <p>d) Risks of parties who are not clients of the firm</p> <ul style="list-style-type: none"> • Beneficiary of an estate • Non-owing occupier on a sale of a property • Parents or family members gifting a deposit on a purchase • Family members and elderly or vulnerable clients; the risks of undue influence in a transaction • Aggrieved party on the other side of a transaction (e.g. a seller or buyer); professional conduct issues • Mortgage brokers; other estate agents; confidentiality risks |
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The Conveyancing Transaction

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| <p>8. Overview of the conveyancing transaction</p> | <p>An understanding of the overall conveyancing process is essential. This is important for those who only deal with one aspect of the conveyancing process in their role. Therefore, you will need to know the following:</p> <p>a) Key stages</p> <ul style="list-style-type: none"> • Pre contract • Exchange of contracts • Pre completion • Completion • Post completion <p>b) Key steps to take on behalf of seller and buyer in a freehold residential conveyancing transaction (flowchart); use of checklists</p> <p>c) Significance of a related sale and purchase and whether the clients want to synchronise them</p> |
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9. Taking instructions, initial steps and advice

The importance of taking clear and comprehensive instructions at the outset of a matter must be understood along with the initial steps to take and advice to give once the retainer with the client has been created. Therefore, you will need to know the following:

- a) Preliminary matters
 - Checklists to take instructions on a residential conveyancing sale and purchase; opening a file
 - Significance of the Energy Performance Certificate (EPC) and how it is obtained
 - Content of the estate agent's memorandum of sale
- b) Initial advice to seller
 - Ensuring that instructions are taken from all co-owners of a jointly owned property; obtaining details of any adult non-owning occupier
 - Determining whether the title to the land is registered or unregistered; HMLR Map Search service or the Search of the Index Map
 - Seller's duty of disclosure under the contract; the wider potential liability for misrepresentation when completing the Property Information Form (TA6) and replying to pre-contact enquiries
- c) Initial advice to buyer
 - Ensuring that instructions are taken from all prospective buyers
 - Caveat emptor; importance of commissioning an independent survey; types of survey (mortgage valuation report, condition report, home buyers report, full structural survey) and the extent that reliance can be placed on them
 - Co-ownership advice (in outline)
- d) Preliminary steps to take on a sale once retainer created
 - Confirm instructions with buyer's conveyancer
 - Obtain title – if registered: official copies of register of title and any documents referred to and title plan; use of HMLR Portal
 - Obtain title – if unregistered: understand significance if deeds held by a lender; draft appropriate undertaking for release of title deeds
 - Property Information Form and Fittings and Contents form to seller; explain that buyer can rely on the information provided
 - If there is a mortgage – obtain an indicative redemption figure

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| | <p>e) Preliminary steps to take on a purchase once retainer created</p> <ul style="list-style-type: none"> • Confirm instructions with seller’s conveyancer • Obtain money from client on account of searches |
| <p>10. Deducing and investigating title</p> | <p>A conveyancing trainee must, when acting on behalf of a seller, be able to recognise whether the seller is entitled to sell the property and whether there are any obvious defects in the seller’s title before drafting the contract and deducing title. When acting on behalf of a buyer, a conveyancing trainee must understand the basic format of a registered freehold title and be able to identify any inconsistencies between the title deduced and the contract. Therefore, you will need to know the following:</p> <p>a) Form of title in a registered freehold transaction</p> <ul style="list-style-type: none"> • Format of a registered freehold title; the three parts of the register (property, proprietorship, charges); title plan • Classes of title; possibility of upgrade of class of title if less than absolute • Difference between a notice and a restriction and their effect (in outline); how to register and remove them; particular significance of a Form A restriction in conveyancing <p>b) Deducing title – seller’s conveyancer</p> <ul style="list-style-type: none"> • Importance of confirming that the seller is entitled to enter into the contract and convey/transfer the property • Method of deducing title in a registered freehold transaction • Investigating the title for obvious defects (remedied prior to submitting the draft contract and deducing title) • Checks: which type of title guarantee is appropriate; incumbrances to be considered within the draft contract <p>c) Investigating title – buyer’s conveyancer</p> <ul style="list-style-type: none"> • Reviewing the draft contract • Investigating a registered freehold title against the draft contract; due diligence checks of register entries and title plan; overriding interests affecting the property; raising requisitions on title with the seller’s conveyancer |
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11. Sale – drafting the contract and preparing the pre contract package

A conveyancing trainee must understand the form and content of the contract for sale. Therefore, you will need to know the following:

- a) The form of the contract
 - Content of a contract incorporating the Standard Conditions of Sale (5th edition - 2018 revision) (SCS); standard conditions -2.2, 3.1, 5.1.1, 6.1; special conditions of sale
 - Title guarantee; contract rate
 - Deposit; holding as stakeholder; holding as agent for the seller; related transactions and the Standard Conditions of Sale
 - Drafting a basic contract of sale for a residential registered freehold transaction
 - Significance of adult non-owning occupier; special condition 7

- b) The content of the contract package
 - Draft contract in duplicate
 - Official copies to deduce seller's title
 - Conveyancing Protocol forms (Property Information Form, Fittings and Contents form)
 - Other relevant documents (e.g. guarantees, planning permissions, new build warranty)

12. Purchase - pre contract searches and enquiries

A conveyancing trainee must know the purpose of the standard pre-contract searches which should be obtained on every purchase and be able to distinguish these from non-standard searches. They must be able to identify important further enquiries which might arise as a result. Therefore, you will need to know the following:

- a) Pre contract searches – standard
 - Local search; LLC1, Con 29
 - Drainage and water search
 - Environmental search
 - 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 search (and the need to repeat before completion)
 - Location specific searches (e.g. commons registration, coal mining)
 - Methods to carry out these searches

- c) Pre contract enquiries

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| | <ul style="list-style-type: none"> • The importance of reviewing the Property Information Form and considering responses of concern: <ul style="list-style-type: none"> ○ Boundary discrepancies ○ Disputes ○ Japanese knotweed ○ Insurance claims ○ Flooding ○ Non owning occupiers ○ Rights and informal arrangements • Key issues arising from the most common search results (e.g., adoption of road fronting the property; the property being connected to public foul drainage and water services) • Procedure for raising straightforward pre-contract enquiries |
| <p>13. Financing a purchase</p> | <p>A conveyancing trainee must know how a buyer client proposes funding their purchase of a property. Therefore, you need to know the following:</p> <p>a) Cash</p> <ul style="list-style-type: none"> • Checking source of funds and source of wealth • The link to money laundering <p>b) Mortgage financing</p> <ul style="list-style-type: none"> • Acting for lender and borrower; avoiding conflicts of interest • The relevance of the balance of the purchase money coming from the borrower’s own resources; risk of a gifted deposit • Form and content of a standard mortgage offer • Key terms of a mortgage offer; advising on the terms of the offer (noting the prohibition on giving specific financial advice) • Reporting to the lender; obtaining the borrower’s consent first; understanding the risk of proceeding without receiving written confirmation from the lender that the issue is satisfied / resolved • Non owning occupiers consent form • The mortgage deed <p>c) Government backed assistance schemes – in outline</p> <ul style="list-style-type: none"> • Help to Buy ISA (now closed to new accounts) • Help to Buy Equity Loan • Lifetime ISA • Mortgage guarantee scheme |
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14. Reporting to client and Exchange of contracts

A conveyancing trainee must understand the importance of reporting to a buyer client on a purchase and of the necessity to review a file prior to exchange of contracts. They must understand the purpose and significance of exchange of contracts. Therefore, you will need to know the following:

- a) Report to client on purchase
 - The purpose of reporting to the client and how this might be done
- b) Pre exchange file review – sale
 - Checks:
 - Answering pre contract enquiries; when indiscriminate enquiries can be disregarded under the Protocol
 - Relevance of obtaining indicative redemption figures on all registered charges before exchange of contracts
 - Process of agreeing the form of the contract with the buyer's conveyancer; additional special conditions to reflect the agreement between the seller and buyer
 - Relevance of obtaining the seller's signature to the contract prior to exchange of contracts
 - Informing the seller regarding insurance obligations
 - The use of a checklist
- c) Pre exchange file review – purchase
 - Checks
 - Search results received
 - Pre contract enquiries responses
 - Financing
 - Lender has authorised the conveyancer to proceed in the light of any issues reported
 - Cleared deposit from the buyer
 - Informing a buyer regarding insurance obligations, with reference to Standard Condition 5
 - Obtaining the buyer's signature to the contract prior to exchange of contracts
 - Use of a checklist
- d) Preparing to exchange – sale and purchase
 - Agreeing the same completion date; synchronizing the transactions
 - Irrevocable authority to exchange contracts
- e) Exchange of contracts
 - Methods for exchange of contracts
 - The Law Society's formulae for exchange; their purpose; the requirements for a memorandum of exchange; the implied undertakings
 - Immediate steps post exchange

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| <p>15. Preparing for completion</p> | <p>Preparing in a timely manner for completion of a transaction is a vital part of the conveyancing process. Therefore, you will need to know the following:</p> <ul style="list-style-type: none"> a) Preparing to complete - sale <ul style="list-style-type: none"> • Obtain redemption figure for all mortgages • Approve the TR1 and obtain seller's signature to the engrossed transfer • Witnessing of signatures and use of e-signatures • Prepare a completion statement; calculate net sale proceeds • Reply to Completion Information and Undertakings Form (TA13); significance and risk of undertaking to redeem any mortgages b) Preparing to complete - purchase <ul style="list-style-type: none"> • Pre completion searches • Replies to Completion Information and Undertakings Form (TA13); undertaking received to redeem all mortgages out of the net sale proceeds and evidence of discharge • Preparing a completion statement • Obtain funds required for completion; importance of cleared funds; submit certificate of title and request for release of mortgage funds to mortgage lender (if any); check lender's requirements regarding holding SDLT/LTT and HMLR fees prior to release of mortgage funds • Draft the TR1; prepare an engrossment once approved; obtain buyer's signature to engrossed transfer, if required • Obtain buyer's signature to mortgage deed, if any • Obtain signed SDLT1 (in England) or LTT return (in Wales); secure client's authority to submit SDLT1 or LTT return, if required • Witnessing of signatures and use of e-signatures |
| <p>16. Completion</p> | <p>Completion is one of the most important stages in the transaction and must be carried out in a timely manner. Therefore, you will need to know the following:</p> <ul style="list-style-type: none"> a) Time for completion b) Process of completion <ul style="list-style-type: none"> • Methods of completion • Law Society's Code for Completion by Post (2019) (in outline); mechanics of completion; telegraphic transfer of funds; receipt of funds; notification to all relevant parties by seller's conveyancer that completion has taken place • Practicalities on the day of completion for the client: release of keys; removals; vacating (on a sale) or moving in (on a purchase) |

17. Post completion

A conveyancing trainee must understand that the post completion work on a conveyancing transaction is a high-risk phase of the matter. There are important deadlines to be met and tasks to be carried out. Therefore, you will need to know the following:

- a) Post completion – sale
 - Send signed, dated TR1 (and any other relevant documents)
 - Redeem any mortgages on the day of completion out of the sale proceeds
 - Send evidence of discharge of any mortgages to buyer's conveyancer and seek release from undertaking given on completion
 - Pay estate agent's fee; account to client for any net sale proceeds; check file balances; Close file

- b) Post completion – purchase
 - Date mortgage deed, if any
 - Deal with any SDLT (in England) or LTT (in Wales) requirements:
 - Land transaction return (SDLT1), paying any SDLT; penalties; significance of land transaction Return certificate (SDLT5)
 - Submit land transaction return, paying LTT; penalties; significance of land transaction certificate
 - Receive documents from seller's conveyancer and check validly executed
 - Submit HMLR application on AP1 within OS1 priority period; documents to submit; use HMLR Portal (electronic Document Registration Service or Digital Registration Service)/postal application; significance of a failure to submit within the OS1 priority period; HMLR identification requirements
 - Nature and purpose of HMLR requisitions (in outline)
 - Checks:
 - Title Information Document received from HMLR
 - requirements of mortgage lender (if any) for sending documents to lender
 - Copy of Title Information Document to client; seeking instructions regarding the storage or otherwise of any documents
 - Check file balances
 - Close file