

**CASE STUDY MATERIALS**

June 2021  
Level 3  
RESIDENTIAL AND COMMERCIAL LEASEHOLD  
CONVEYANCING  
Subject Code L3-19



**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**  
**UNIT 19 – RESIDENTIAL AND COMMERCIAL LEASEHOLD**  
**CONVEYANCING\***

**CASE STUDY MATERIALS**

**Information for Candidates on Using the Case Study Materials**

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

**Instructions to Candidates Before the Examination**

- A clean/unannotated copy of the case study materials is attached to this examination.
- You are permitted to take your own clean/unannotated copy of the case study materials into the examination. You are **NOT** permitted to take any other materials including notes or textbooks.
- In the examination, candidates must comply with the CILEx Examination Regulations – Online Examinations or with the CILEx Examination Regulations – Online Examinations with Remote Invigilation.

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\* This unit is a component of the **CILEx LEVEL 3 PROFESSIONAL QUALIFICATIONS** and **LEVEL 3 LEGAL SERVICES KNOWLEDGE QUALIFICATIONS**

## CASE STUDY MATERIALS

### ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer with Kempstons Solicitors. You are assisting the conveyancing partner, Colin Waring.

You are acting for the following clients in relation to their conveyancing transactions:

1. Anne Robins and John Huston

Your clients, Anne Robins and John Huston, are living in and renting Flat 25, Signature House, Hunter Drive, Longbury, Hartshire in England. They have instructed you on the purchase of a new leasehold property, 18 Birchdale Crescent, Longbury, Hartshire.

2. Imran Hinds

Imran is buying a leasehold flat, Flat 42, Ramsden Court, Dayton, Hartshire. Imran is also the landlord of a building located at Fowler Heath Business Park, Longbury, Hartshire, England.

You have been given the following documents:

**Document 1** File Note relating to Anne Robins and John Huston

**Document 2** File Note relating to Imran Hinds

**Document 3** Land Registry Official Copy Entries for Flat 42, Ramsden Court, Dayton, Hartshire, AT21 9OL

**Document 4** Extracts from the lease (dated 25 March 2014) of Unit 8, Fowler Heath Business Park, Longbury, Hartshire, AT23 6JX

**[NOTE TO CANDIDATES: Land Registry Title Plans are NOT included and will NOT be required for this assessment.]**

**DOCUMENT 1**

**FILE NOTE RELATING TO ANNE ROBINS AND JOHN HUSTON**

**File Note: 27 May 2021**

We have been instructed by Anne Robins and John Huston.

Anne and John are an unmarried couple currently living in Flat 25, Signature House, Hunter Drive, Longbury, Hartshire, AT23 5YH, together with Anne's two-year-old son, Nathan. The one-bedroomed property offers very limited living space. Their occupation agreement comes to an end in two months' time. Their intention is to then move into a new house.

They have instructed us to act for them in their purchase of a newly built leasehold house, 18 Birchdale Crescent, Longbury, Hartshire, AT23 2UJ, from Fenton (Residential Investments) Limited at an agreed price of £315,000.

The lease to be granted will be for a term of 120 years at an annual rent of £400.

Nathan, Anne's son, is from a previous relationship. Anne has funds from the sale of the house that she used to live in with Nathan's father. John's financial contribution to the purchase will be much smaller than Anne's.

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**DOCUMENT 2**

**FILE NOTE RELATING TO IMRAN HINDS**

**File Note: 3 May 2021**

We have been instructed by Imran Hinds of 21 Station Road, Oxton, Hartshire, OX2 6DF, in connection with the purchase of Flat 42, Ramsden Court, Dayton, Hartshire, AT21 9OL.

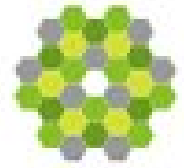
Imran is proposing to buy the existing leasehold property from Keir and Orla Breen at an agreed price of £620,000.

Imran will have to pay an annual rent and a service charge. The service charge includes the tenant's contribution to the insurance policy premium, as the landlord has insured Ramsden Court.

Imran has received a mortgage offer from the Nateast Building Society, and we will also be acting for the Nateast Building Society.

Imran is also the landlord of a unit on the Fowler Heath Business Park. He wants to discuss a number of important issues that he has had with his tenant, Matthew Johnson. Imran has concerns about the state of repair of the unit and Matthew's recent proposal to sell the unit.

**OFFICIAL COPY ENTRIES – FLAT 42, RAMSDEN COURT, DAYTON,  
HARTSHIRE, AT21 90L**



Land Registry

**Official  
copy of  
register of  
title**

Title number BT553198

Edition date 15.04.2012

- This official copy shows the entries subsisting on the register on 7 May 2021 at 11:17:45.
- This date must be quoted as the 'search from date' in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 7 May 2021 at 11:17:45.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Bilston Office.

## A: Property Register

**This register describes the land and estate comprised in the title.**

HARTSHIRE : TRELFOED

- 1 (12.10.1998) The leasehold land shown and edged with red on the plan of the above title filed at the Registry and being Flat 42, Ramsden Court, Dayton, Hartshire (AT21 90L)

Note: Only the fourth-floor flat is included in this title.

- 2 (12.10.1998) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

DATE	:	1 September 1998
TERM	:	125 years from and including 1 September 1998
RENT	:	£100 and additional sums
PARTIES	:	1. Bellcast Property Investments Limited
		2. Brendan Watson

3. (12.10.1998) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
4. (12.10.1998) Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
5. (12.10.1998) The lessor's title is registered under BT974362.

**Turn over**

## **B: Proprietorship Register**

**This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.**

### Title absolute

- 1 (15.04.2012) PROPRIETOR(S): KEIR BREEN and ORLA BREEN of Flat 42, Ramsden Court, Dayton, Hartshire (AT21 9OL).
- 2 (15.04.2012) The price stated to have been paid on 3 April 2012 was £475,000.

## **C: Charges Register**

**This register contains any charges and other matters that affect the land.**

- 1 (15.04.2012) REGISTERED CHARGE dated 3 April 2012 to secure the moneys including the further advances therein mentioned.
- 2 (15.04.2012) Proprietor(s): DILIGENT FINANCE PLC of Provident House, Cattletown, Hartshire, CT8 9JK

## **End of register**

**NOTE: A date at the beginning of an entry is the date on which the entry was made in the Register.**

**DOCUMENT 4**

**EXTRACTS FROM THE LEASE (DATED 25 MARCH 2014) OF  
UNIT 8, FOWLER HEATH BUSINESS PARK, LONGBURY,  
HARTSHIRE, AT23 6JX**

1. Definitions and Interpretation:

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

...

Property: Unit 8, Fowler Heath Business Park ...

25. Repairs:

25.1. The Tenant shall keep the Property clean and tidy and in good repair.

25.2. The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk.

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**End of Case Study Materials**