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THE REGISTRATION GAP IN RESIDENTIAL CONVEYANCING

Russell Hewitson
Speaker

Date **4th February 2025**
Time **10:00am - 11:00am**
Cost **Free of charge**

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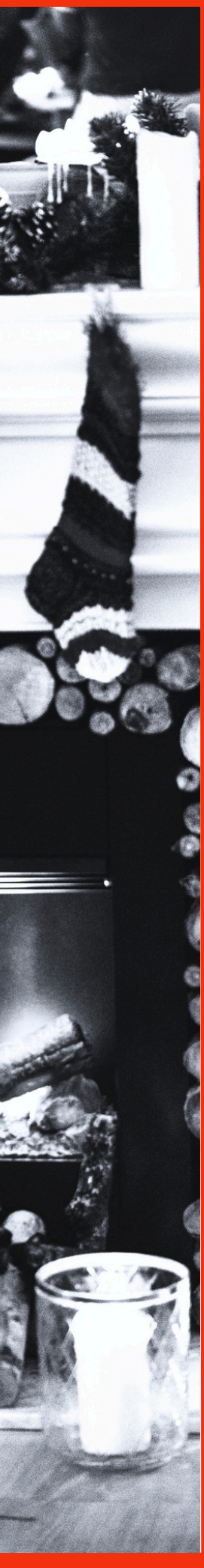

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EDITOR'S LETTER

Dear Subscribers,

The old saying is that time flies when you are having fun and the passing of this year may be an indicator of fun for some but for hard pressed and hard working property lawyers of every description time would also appear to fly when you are over-worked, pressurised and when new burdens seem to be imposed from every angle at the most inopportune times.

Hopefully, this festive period will allow us all to take a break from work, engage with normality for a while and to reacquaint ourselves with friends, family and loved ones. Season's greetings and a happy and prosperous new year when it comes along to you and yours.

In this special end of year edition, we have a number of interesting articles and case reports including -

Dealing with Business Lease Renewals Part 11 by Michael Lever.

The latest consultation on business lease renewal written by Jamie Boswell of Wilson Browne Solicitors.

Getting to grips with Land Registry Restrictions provided by Joe Douglass Customer Training Executive of HMLR.

A question-and-answer session with me where I scamper across some important issues for residential conveyancers.

Challenges associated with risk management written by Peter Ambrose of The Partnership.

A contribution from a dear friend and colleague Sarah Keegan from the CS Partnership explaining why compliance with CQS matters.

The new National Planning Policy Framework what does it say and what does it mean? an interesting exploration of an important topic from Tom Newcombe Head of Planning and Environment and Isaac Craft both of the Planning and Environmental team at Birketts Solicitors Ipswich.

I am pleased to report that we have contributions from Professor Russell Hewitson of Northumbria University in our featured editor section and our ask the expert this month is Georgina Muskett, Senior Associate, Charles Russell Speechlys, as well as an overview of trends in property law recruitment from Claire Edwards of the Clarke Edwards Partnership.

An article from Dye and Durham on embracing Digital Pioneers from the perspective of small law firms.

An article from me on the extent the Grenfell Enquiry Report impacts on the BSA 2022.

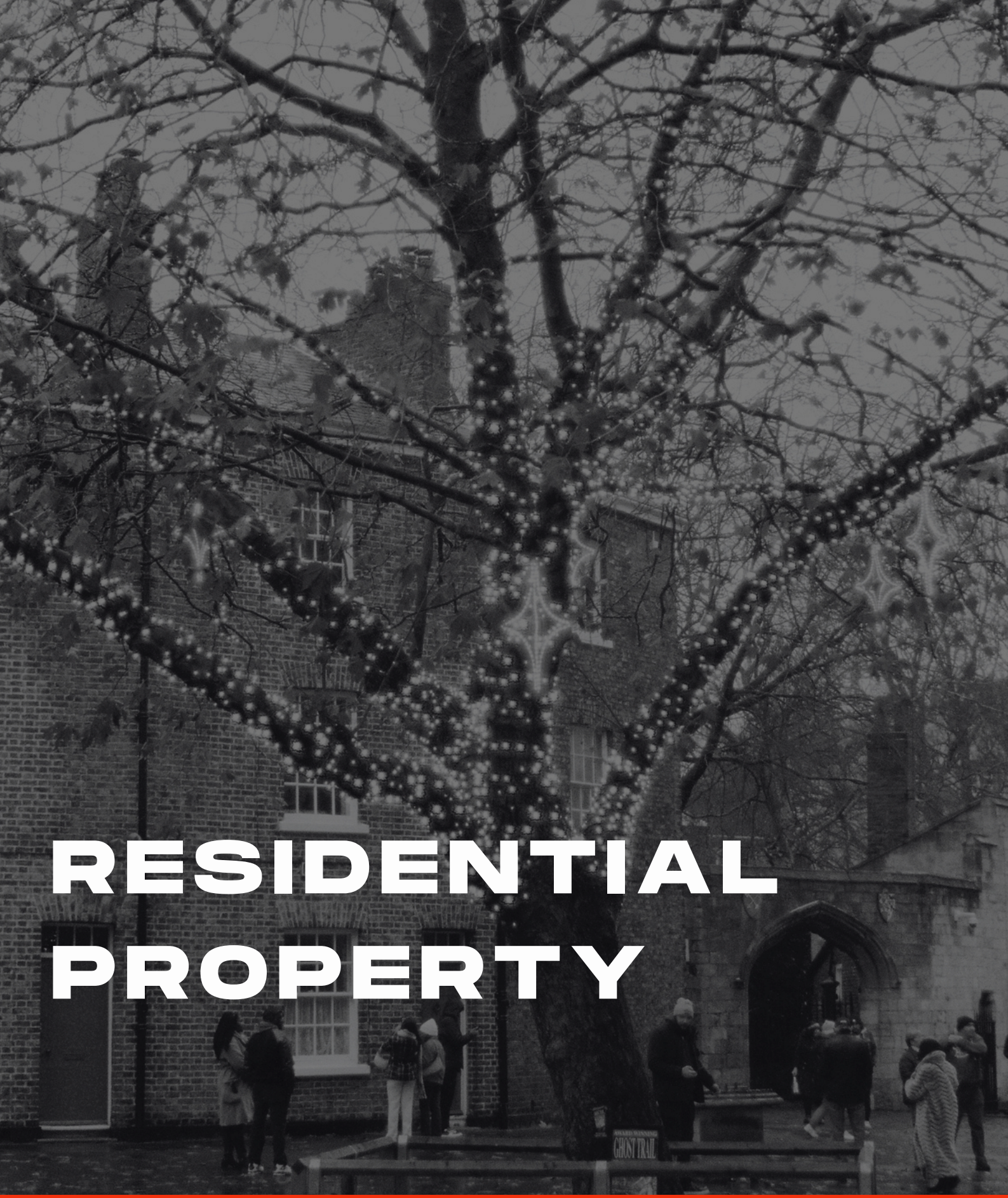
As far as case law is concerned we are grateful to Graham Sellers of Kings Chambers who casts an expert eye over three important cases Nicholson v Hale [2024] UKUT 153 (LC), Sagier v Kaur [2024] UKUT 217 (LC), Akhtar v Khan [2024] EWHC 1519 (Ch) and I extract some important points from Coven Care Homes Ltd v Hockney & Ors [2024] UKUT 384 (LC) (03 December 2024).

I hope this makes enjoyable reading and in readiness for a return to work suitably refreshed in the New Year have a look at some of our new training courses and webinars and if you can come and join us at our numerous conferences we are holding nationwide during 2025.

Best wishes,

Ian Quayle

Managing Editor



RESIDENTIAL PROPERTY

PLUK

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Ian Quayle
Managing Editor, Property Law UK and CEO, IQ Legal Training

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Q&A with Ian Quayle: 2024 in Review for Residential Property Lawyers

RESIDENTIAL PROPERTY

As 2024 draws to a close, we spoke with Ian Quayle, founder of IQ Legal Training, to review the key issues and developments that have shaped residential conveyancing this year. From the complexities of the Building Safety Act to evolving trends like digital conveyancing and AI, Ian provides valuable insights and practical advice for practitioners. In this Q&A, he also looks ahead to 2025, sharing thoughts on how conveyancers can navigate ongoing challenges and prepare for anticipated changes in the industry.

Q1: What are the biggest challenges conveyancers faced with Building Safety Act (BSA) transactions this year?

Ian Quayle (IQ): The Building Safety Act continues to present challenges due to the lack of case law clarifying key issues. As I've discussed, cases like Lehner v. Lant Street Management Company Limited offer some guidance, by providing a series of questions that should be asked to determine the application of the Act some of which are particularly useful for residential conveyancers to ascertain whether a property qualifies as a "relevant

building" or a "higher-risk building." Landlord certificates, remediation orders, and service charge implications remain complex, especially where costs involve cladding systems (see AlmaCantar Centre Point v Various Leaseholders of Centre Point House). Conveyancers must be proactive in advising clients on potential liabilities tied to properties in these types of buildings. Hopefully 2025 will provide further case law that enables more light to be shed on the ongoing problems the BSA generates.

Q2: How have recent changes to the TA6 and TA7 forms affected conveyancing?

A2: The revised TA6 and TA7 forms, introduce a whole host of new questions many of which are challenging for sellers to answer. Sellers now face queries about issues like Japanese knotweed on adjacent properties and Building Safety Act related questions which the average seller is likely to find problematical. The case of Rosser v. Pacifico provides a timely reminder that inaccurate, incomplete, or defective responses can lead to misrepresentation claims. I always recommend scoping the retainer carefully to ensure the client understands the limits of your advice when it comes to the TA forms in the hope that the limitation in the retainer prevents a misrepresentation claim against the seller transmitting into a potential negligence claim against the conveyancer.

Q3: What should clients know about leasehold transactions this year?

IQ: Leasehold transactions continue to be fraught with pitfalls, especially when it comes to service charge issues linked to the Building Safety Act 2022 and the revised TA7 forms.

In addition, there have been developments arising from case law with regard to residential leasehold management issues and the full impact of the Leasehold and Reform Act 2024 is yet to be felt. Of course, added to this courtesy of the Kings Speech this Autumn we have the spectre of the relaunch of commonhold

Q4: How should conveyancers handle boundary disputes and restrictive covenants?

IQ: Boundary disputes are still a significant headache, often involving unregistered land or conflicting title plans. Again 2024 has seen a plethora of case law dealing with issues old and new. It is important to stress to clients that they cannot rely on title plans and to encourage your clients to carry out thorough inspections. When it comes to restrictive covenants it is important that clients are made aware of their existence but that, unless the opposite applies, your due diligence has not extended to include whether the covenants are in fact enforceable, and if so by whom. Clients need to understand the extent of your due diligence to manage their expectations.

Q5: What emerging trends in conveyancing should practitioners prepare for?

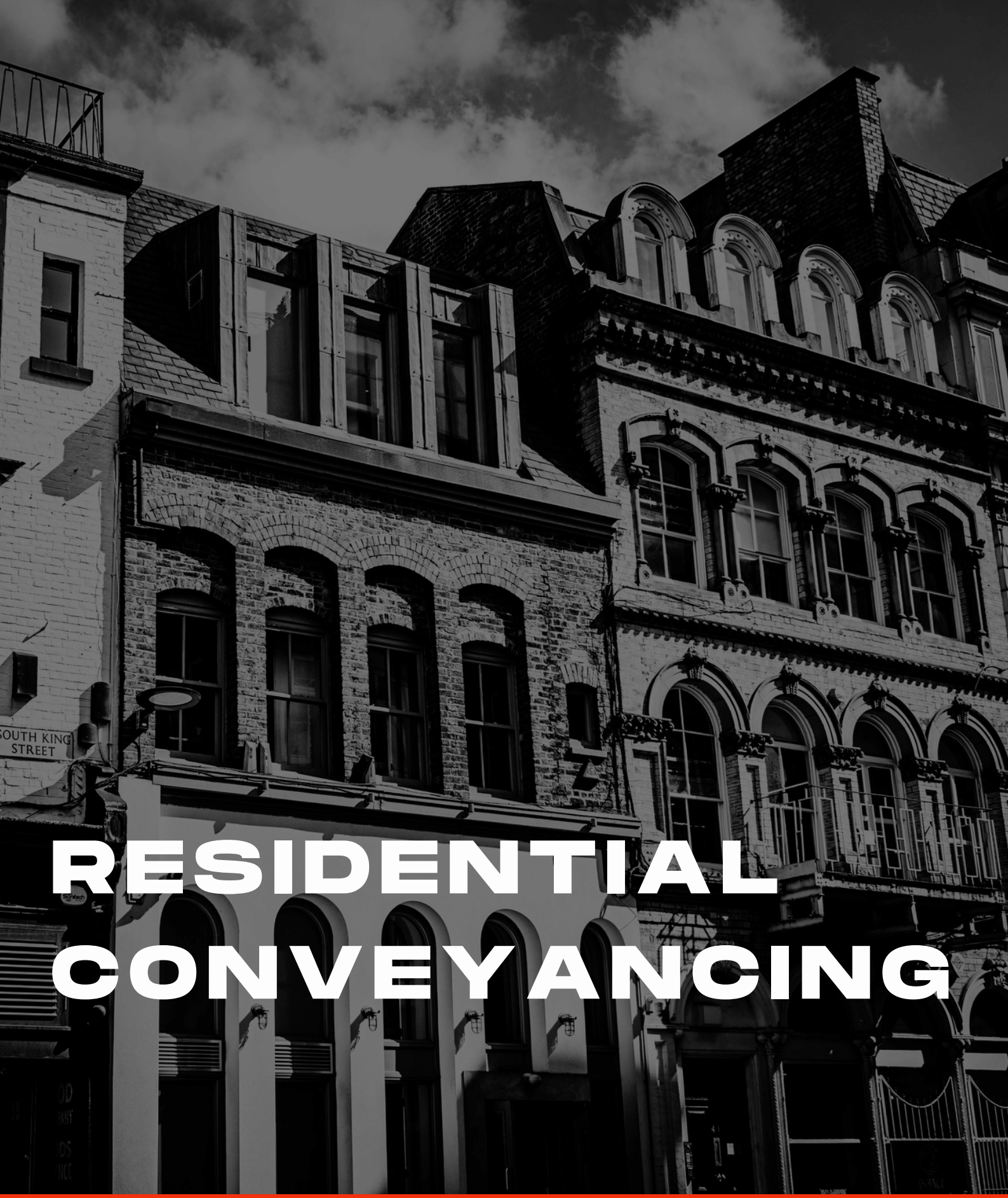
IQ: The world of conveyancing is evolving, with digital processes and AI tools becoming more prominent. Digital conveyancing and electronic signatures are gaining traction, although widespread adoption is probably a year or so away. AI is already being used for tasks like title checks and due diligence. While these technologies won't replace conveyancers, they'll certainly change how we work. Keep an eye on upcoming reforms, such as the reintroduction of commonhold and new Law Society guidance on climate change impacts in conveyancing.

Q6: What can conveyancers do to manage risks and avoid claims?

IQ: It's all about getting the basics right. Regularly review and update the retainer to clarify responsibilities and limitations. The use of interim reports on title and follow-up emails to identify issues and risks and documenting advice should avoid misunderstandings.

Q7: What changes anticipated for 2025 should practitioners keep an eye on?

IQ: We're expecting further case law on the Building Safety Act in early 2025, which should provide much-needed clarity. The Law Society's guidance on climate change impacts in conveyancing is also on the horizon early in the year. Digital conveyancing will continue to evolve, and commonhold is likely to make a gradual comeback. While these changes won't happen overnight, it's worth staying ahead by keeping your processes and knowledge up to date.



RESIDENTIAL CONVEYANCING

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An Overview of Notices at Detailed in HMLR Practice Guide 19

Maria Hardy
Company Trainer, Property Conveyancing Consultancy

propertyconveyancingconsultancy.co.uk

RESIDENTIAL CONVEYANCING

Maria Hardy of Property Conveyancing Consultancy (PCC) and PCC Education Hub will provide an overview of 'notices' as detailed in HM Land Registry practice guide 19 and review any changes that took place to this guide during 2024.

Notices

A notice is an entry made in the register in respect of the burden of an interest affecting a registered estate or charge (section 32(1) Land Registration Act 2002).

A notice entered in the register in respect of a third-party interest will protect its priority against any subsequent registrable disposition for value and will only ensure that the priority of the interest protected will not be automatically postponed on the registration of a subsequent registrable disposition for value.

Notices are usually registered in the Charges Register (rules 9(a) and 84(1) of the Land Registration Rules 2003), however an exception to this is a bankruptcy notice, which is registered in the Proprietorship Register.

The effect of a notice is limited and does not guarantee that the interest protected is valid.

A notice will only ensure that the priority of the interest protected will not be automatically postponed on the registration of a subsequent registrable disposition for value.

Interest that cannot be protected by a notice

(If you require protection for one of the interests noted below, then you would need to submit an application to register a restriction using form RX1.)

- Interest under a trust of land.
- Interest under a settlement under the Settled Land Act 1925.
- Leasehold estates in land for a term of three years or less.
- Restrictive covenants made between lessor and lessee that relate only to the demised premises.
- Interests capable of registration under the Commons Registration Act 1965.
- Certain interests in coal, coal mines and coal mining rights.
- Public-Private partnership leases
- Interests under a relevant social housing tenancy.

Entry of notices in the register

Notices can be entered in the register for various circumstances, for example when someone is claiming an interest in land.

Registered notices appear in two forms, either as an agreed notice, or as a unilateral notice.

When deciding which notice to apply for, this is usually up to the applicant, however there are a few interests which can only be protected by an agreed notice which are:

- Home Rights.
- A HM Revenue and Customs charge for liability of inheritance tax.
- An interest arising pursuant to an order under the Access to Neighbouring Land Act 1992.
- A public right or a customary right.
- A variation of a lease effected by or under an order made under section 38 of the Landlord and Tenant Act 1987.

There is no difference in priority between a unilateral notice and an agreed notice.

Agreed notice

An agreed notice can only be entered in the register by or with (1) the consent of the relevant proprietor (or someone entitled to be registered as such) and (2) if the applicant can satisfy HM Land Registry that the interest claimed is valid by supplying supporting evidence.

HM Land Registry is not required to serve notice on the registered proprietor before registering an agreed notice but will always notify the registered proprietor after registration if their consent to the notice was not provided with the initial application.

This type of notice will only be cancelled if HM Land Registry is satisfied that the protected interest has come to an end or that the interest claimed is not valid.

An application to register an agreed notice must be made using form AN1 and be accompanied by the appropriate fee. Panel 3 of the form must be completed to show whether your application affects the whole or part only of the registered title involved. If your application affects part of the registered title, you must include a detailed plan identifying the affected area, otherwise your application will be requisitioned.

If the application is made by or with the consent of someone entitled to be the registered proprietor, evidence of that entitlement must be submitted also.

Any consent lodged with the application should be made in panel 11 of the AN1 form, but may be lodged separately.

Where an application is not made by or with the consent of the relevant registered proprietor(s), it must be accompanied by sufficient evidence to confirm the validity of the claim (rule 81(1)(c) of the Land Registration Rules 2003).

Unilateral notice

A unilateral notice may be entered without the consent of a registered proprietor. The applicant does not need to satisfy HM Land Registry of the validity of the interest claimed or provide evidence. The registered proprietor will not receive notice of the application before registration takes place, although they will be notified once registration is complete. The registered proprietor therefore cannot object to the application prior to its registration but can apply to cancel the unilateral notice after it has been registered.

If a cancellation application is received this will prompt HM Land Registry to contact the person claiming the benefit of the notice, asking them to prove the validity of the claim. It is at this point that the person claiming a benefit of the notice must prove the validity of their claim.

There are two parts to a unilateral notice:

1. brief details of the interest protected and identifies the entry to be a unilateral notice
2. the beneficiary's name and address of the notice

An application to register a unilateral notice must be made using form UN1 and be accompanied by the relevant fee. Panel 3 of the form must be completed to show whether your application affects the whole or part only of the registered title involved. If your application affects part of the registered title, you must include a detailed plan identifying the affected area, otherwise your application will be requisitioned.

Details of the nature of the interest claimed must be set out in panel 11 of the form UN1 if the applicant is making the statement or panel 12 if a conveyancer is giving a certificate on behalf of the applicant. If there is more than one applicant, and they choose to give a statement, that statement must be given by all applicants.

The statement or certificate should explain the applicant's interest in full with evidence being supplied. For example, referring to a written agreement without supplying the same will not be acceptable. No further evidence is necessary, but if supplied it will be retained and referred to in the notice. If retained this document will be open to public inspection unless it is documented as an 'exempt information document.'

Any unilateral notice application must confirm who is to be named in the entry as beneficiary of the notice and provide their address for service. Where the beneficiary is a company or LLP the UN1 form, in panel 6, must be completed with the relevant company registration number.

How to cancel/remove notices from the register

Cancel a notice other than a unilateral notice: The application must be made using form CN1 and be accompanied by evidence to satisfy HM Land Registry that the interest protected has come to an end. There is usually no fee for this type of application unless the

application is to reflect the determination of an unregistered lease.

Cancellation of a unilateral notice: Only the registered proprietor(s) of the estate to which the notice relates, or someone entitled to be registered proprietor, may apply to cancel a unilateral notice. If someone entitled to be proprietor makes the application, they must supply evidence to prove their entitlement.

An application made to cancel a unilateral notice must be made using form UN4, and there is no fee for this service. When a UN4 application is received, HM Land Registry will serve notice on the beneficiary of the notice and allow 15 working days for them to object to the cancellation. Any dispute about whether a notice should be cancelled or not, that cannot be resolved by agreement, will be referred to the tribunal.

Removal of a Unilateral Notice: A unilateral notice can be 'removed' using form UN2. This is only to be used where the beneficiary of the notice applies to withdraw it.

If the benefit of the notice has passed to someone else, you must apply to amend the unilateral notice using form UN3 and provide the relevant fee. The application must be accompanied by evidence of the new applicants claim to become beneficiary. The existing beneficiary should, where possible, sign the UN3 form or consent to the applicant.

Updates to HMLR practice guide 19 made in 2024

During 2024 HMLR updated practice guide 19 was updated on 13 occasions. Some of the updates were administrative such as the update made on 22 July 2024 where the guide was amended to reflect how applications should be made using HM Land Registry's digital systems. However, some of the updates were more substantial:

- 7 March 2024 - Section 7.5 was amended to reflect the new wording for the standard Form E restriction which was updated by Charities Act 2022 (Commencement No.3, Consequential, Saving and Transitional Provisions) Regulations 2024.

- 17 June 2024 - Section 3.7.5 was updated to explain that a sole or surviving proprietor will need to appoint one or more new trustees to join in the disposition, in order for a Form A restriction to be cancelled by way of overreaching.

- 16 September 2024 - Section 3.9.1 was updated to reflect the change made to section 7.7 of practice guide 35, which was been updated to confirm when HM Land Registry will consider an application for cancellation of a restriction on a freehold title in favour of a dissolved management company.

Education Hub

In November 2024 PCC launched its Education Hub ('Hub'). The Hub is a training facility focusing on all aspects of post-completion from training to compliance. The aim of the Hub is to teach legal professionals how to do post-completion right the first time.

Training: The Hub offers training courses based on each of HM Land Registry's practice guides and aims to break the practice guides down into small understandable chunks, focusing on how to avoid requisitions and submit complete and accurate applications in the first instance.

Compliance: From February 2025 the Hub will be offering a full range of compliance services specifically tailored to the post-completion phase of a transaction. The services will include providing a tailored gap analysis and overview of a firm's current practices to identify any potential areas on non-compliance within the SRA, CLC and the Law Society requirements.

Mentoring: From February 2025 the Hub will be offering a one-to-one mentoring service to post-completion staff and managers.

Subscription: Subscribing to the Hub's services will allow the subscriber access to a monthly update detailing any recent HM Land Registry practice guide updates enabling you to always stay up to date. A monthly online invitation to discuss all things post-completion, and the opportunity to ask questions to the Hub's experts on your complex post-completion matters.

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RESTRICTIVE COVENANTS

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Ian Quayle,
Managing Editor, Property Law UK and CEO, IQ Legal Training

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RESTRICTIVE COVENANTS

Modifying Covenants

Ian Quayle explores a recent tribunal decision addressing the modification of restrictive covenants to permit the use of a residential property as a children's care home. Ian examines the legal principles applied, the balance between private property rights and public interest, and the tribunal's rationale in granting the modification.

Coven Care Homes Ltd v Hockney & Ors [2024] UKUT 384 (LC) (03 December 2024). BAILII link.

Summary

Restrictive covenants – Modification – Change of use – Applicant seeking modification of property on residential estate from private dwellinghouse to

children's care home under section 84(1)(aa) and (c) of Law of Property Act 1925 – Whether discharge or modification of covenant causing injury to anyone – Whether covenant preventing reasonable use of land without securing any real advantage for anyone – Application granted.

Facts

The property at 2 Redwing Close was a four-bedroom house in a cul-de-sac of four similar houses on a small residential estate in Hammerwich, Staffordshire. The property was one of 20 detached homes completed in 1988. In January 2023, the current owner let it to the applicant, initially for a term of six months, but subsequently for a further term of two years from 30 June 2023. The applicant ran two small care homes for children with learning difficulties and complex needs, each registered with Ofsted, the body responsible for standards in children's homes, to provide care for up to two children aged between 7 and 18.

Issues

All the houses on the estate were bound by covenants which restricted their use to private dwelling houses only and prohibited the carrying on of any business or trade. The covenants bound the land and any occupier of the land, not just the owners who agreed to it. It therefore bound the applicant. All the remaining houses on the estate had the benefit of the covenants.

Decision

Following complaints from neighbours objecting to the alleged breach of covenant, the applicant asked the tribunal to exercise its power under section 84(1)(aa) and (c) of the Law of Property Act 1925 to discharge or modify the covenants to permit the use of the house as a small care home for two children. Held: The application was granted.

1. In determining whether a restriction ought to be discharged or modified on ground (aa), the tribunal was required to take into account the statutory development plan and any declared or ascertainable pattern for the grant or refusal of planning permissions in the area. It also had to have regard to the period at which and the context in which the restriction was imposed and any other material circumstances. The tribunal might direct the payment of compensation to

make up for any loss or disadvantage suffered by the person entitled to the benefit of the restriction, or to make up for any effect which the restriction had, when it was imposed, in reducing the consideration then received for the land affected by it. To succeed in its alternative case on ground (c), the applicant had to demonstrate that the proposed modification of the restriction would not cause injury to those entitled to the benefit of it. "Injury" in that context meant any adverse impact on the property of an objector or on their enjoyment of their property. It was not restricted to something which caused a diminution in the value of the property in financial terms: Ridley v Taylor [1965] 1 WLR 611 considered.

Although the applicant in the present case had only a relatively short-term tenancy (which it hoped to renew if the application succeeded), it had sufficient standing to make the application for modification in its own name. Section 84(1) authorised the tribunal to modify a covenant "on the application of any person interested in any freehold land" which was affected by a restriction arising under a covenant. It was not necessary for an applicant to be the freeholder. It was sufficient that they had some interest in the land. That condition was satisfied in this case by the applicant's two-year tenancy, which had more than six months still to run: Ridley considered.

2. In considering a modification of the covenant to permit the existing business use to continue, the question was whether that modification would cause injury to any person entitled to the benefit of the covenant. That required consideration of any impact which the proposed modification might have on neighbours by continuation of the current use; and any effect which the relaxation might have on the enforceability of the covenants which bound other properties on the estate, either by creating the impression that the

restrictions need not be observed, or by encouraging others to seek modification of their own covenants.

It was relevant that the use of the property as a children's home was not an obvious use. Any application to the tribunal by another homeowner to relax their own covenant would be determined on its merits and would be neither more nor less likely to be granted if the present application succeeded. Nor was there any real risk that other residents might decide that they could now ignore the covenants which applied to their own properties.

3. It did not matter that the applicant sought to make a profit from the use of the property. It was a small, recently established company running two homes with ambitions to open a third but no expectation of growing beyond that.

Restrictive covenants existed in a legal landscape which allowed any person bound by a covenant to apply to the tribunal to have it modified or discharged. The covenants which bound houses on the estate would continue to protect the pleasant residential environment even if they were modified to permit the continued use as a children's home. The objectors had not identified any injury which they would sustain if the proposed modification was permitted.

4. Having decided that ground (c) was made out, it was not necessary to consider ground (aa). However, the tribunal had a discretion to modify the covenant only to the degree necessary to enable the current use to continue without leaving open the possibility of different business uses in future. Here the tribunal was satisfied that this was an appropriate case to exercise its discretion. The fact the applicant's proposed modification was in furtherance of the common good weighed in favour of modification. The availability of supported accommodation for young people who needed to live apart from their own families was one aspect of a civilised and compassionate society. The property was suitable to provide that sort of accommodation and the public interest in its use for that purpose was a good reason to modify the covenant. In all the circumstances, this was an appropriate case to exercise the discretion to modify the covenant: Alexander Devine Cancer Trust v Housing Solutions Ltd [2021] EGLR 1 considered.

BUILDING SAFETY ACT

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After Grenfell

Ian Quayle
Managing Editor, Property Law UK and CEO, IQ Legal Training

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BUILDING SAFETY ACT

Phase 2 of the Grenfell inquiry report was published in September. Ian Quayle considers its implications for property practitioners.

The recent publication of the Grenfell Tower Inquiry: Phase 2 Report (inquiry report) on 4 September 2024 (tinyurl.com/ muzsxtu8) has implications for the construction industry, building owners, leaseholders and society at large. In this article, I focus on the effect of the findings on lawyers advising on transactional matters for clients involved in the ownership and management of higher-risk buildings and/or the leaseholders of flats and apartments.

The necessary reform on the back of the report is still to come, but in the future reform will be introduced to give effect to its recommendations.

Current Position

It's important that a property lawyer undertaking residential or commercial property transactional work is aware of the risk status/classification of any building forming part of a transaction.

The relevant building classification has

positive benefits for both residential leaseholders and commercial tenants due to the application of schedule 8 of the Building Safety Act 2022 (BSA). Although the schedule is titled 'Remediation costs under qualifying leases', the addition of 'et cetera' to the title highlights that schedule 8 protects not only residential long leaseholders holding qualifying leases, but all residential leaseholders and commercial tenants (to varying degrees), where landlords are transmitting remediation costs for relevant defects into service charges.

Here, however, we will focus on the status of higher-risk buildings (HRBs) and part 4 of the BSA.

What are HRBs?

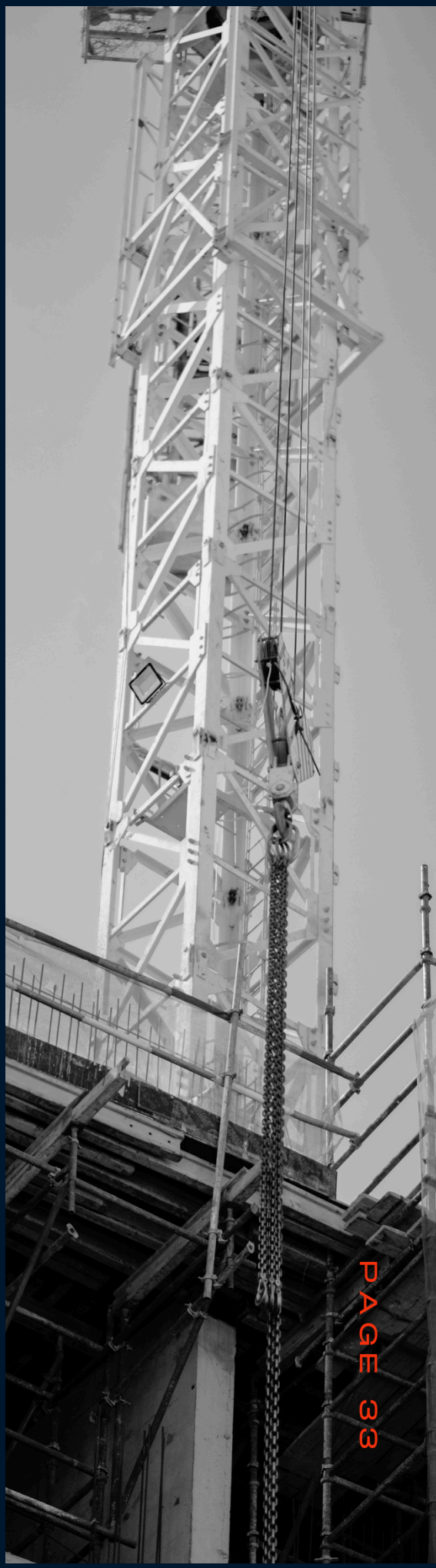
An HRB is a building that is over 18m tall or consists of at least seven storeys and has at least two residential units. Unfortunately, what appears to be a clear and simple definition (at least within the scope of the BSA) has been complicated by how the height of a building is calculated and/or how the number of storeys is counted. The practical consequence of this is that clients and lawyers alike are unable or unwilling to determine the status of the building by reference to the BSA and its ancillary regulations.

Registration of an HRB

The government guidance initially provided some useful clarification on the need for an HRB to be registered with the Building Safety Regulator under the Building Safety (Registration of Higher-Risk Buildings and Review of Decisions) (England) Regulations 2023, which came into force in April 2023. The deadline for registration for existing buildings was 9 September 2023 and new buildings must be registered and have a relevant completion certificate or final certificate before residents can occupy it.

Definition of an HRB

An additional burden for transactional property lawyers arises as both the BSA and the accompanying regulations acknowledge that an HRB may contain one or more high-rise residential structures. So, whether a



residential structure is a single building depends on whether that structure is connected to another structure either by a walkway, lobby or basement that contains a residential unit or an internal wall containing normal-use doors. If a higher-risk building is made up of more than one high-rise residential structure, it is necessary for the higher risk building to be registered, and for the Building Safety Regulator to be provided with information for each structure.

Another complication arises due to the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023, made under section 62 of the BSA. Regulation 4 details what constitutes a "building" for this purpose by reference to the "structure" (which is defined as a "roofed construction with walls"), so that where:

- a "structure" that is not attached to any other "structure", that structure is a "building"
- a structure which is not attached to any other structure contains two or more "independent sections", each "section" is a "building", and
- two or more structures are "attached", that set of structures comprises a single "building", but if they contain one or more "independent sections", each such section is a "building".

An "independent section" is defined as "a section that:

(a) has access, which can be reached from anywhere in the section, for persons to enter and exit the wider building; and

(b) either

(i) has no access to any other section of the wider building, or

(ii) only has access to another section of the wider building which does not contain a residential unit."

For this purpose, access is a doorway or similar opening except where it is intended for "exceptional use", including emergency use or for maintenance purposes.

Exclusions

It's important to understand that the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023 exclude the following from being HRBs for the purposes of the BSA:

- hospitals and care homes
- secure residential institutions
- hotels and motels
- military premises, and
- prisons as long as the building is comprised entirely of the types the regulations specify.

Building and Fire Safety Risks

Part 4 of the BSA concerns HRBs and refers to "building safety risk". This term is defined by section 62(1) to mean a risk to the safety of people "in or about" a building from the spread of fire, structural failure and any other prescribed matter that occurs.

The concept of building safety risk is not irrevocable, and the BSA allows for

additions to the list of risks that landlords are responsible for in an HRB.

Where a building is higher risk or will gain that status on completion of construction, renovation or alteration, there are several consequences:

1. Terms are implied into residential long leases due to section 133 of the BSA amending the Landlord and Tenant Act 1985.
2. A new section 20D is inserted into the Landlord and Tenant Act 1985 requiring the landlord to take reasonable steps to ascertain both if grant funding is available to meet remediation costs, and whether money can be recovered from third parties, including insurers, developers or third parties involved in the design or maintenance of the building.
3. The building owner, accountable person or principal accountable person has additional building safety duties and obligations imposed on them.
4. It's likely that residential leaseholders and commercial tenants are going to incur more service charge costs as a result of the additional management costs incurred as a result of point 2.

The BSA also includes a number of fire safety measures, such as:

- embedding fire safety in the design of buildings by introducing gateway 1, requiring HRB applicants to provide a fire statement demonstrating the approach to fire safety, and obliging the local planning authority to consult with the Health & Safety Executive (HSE) before determining a planning application
- requiring a residents' engagement strategy to be submitted in order to obtain a building assessment certificate (confirming compliance with obligations under the BSA following registration)
- providing documentation to the residents or owners of residential units, including a fire safety case report setting out the risks in the building and how they will be managed, the residents' engagement strategy and details of the complaints procedure, and
- creating and retaining a "golden thread of information" relevant to the design and construction of the building, any building works, and the provision of prescribed documents – including any structural safety measures, maintenance and inspections undertaken, details of complaints and plans of the building that can be accessed by residents, the Building Safety Regulator and fire and rescue authorities.

The BSA provides an opportunity for amending the definition of an HRB – see sections 120D–120H of the Building Act 1984 and sections 65–70 of the BSA.

Recommendations of the Inquiry

A single regulator

Despite the creation of the Building Safety Regulator in part 2 of the BSA, the inquiry report highlighted the fragmentation of construction regulation as problematic. The different government departments separately responsible for the building regulations and guidance, product regulation, the fire and rescue services and building control, was described as a "recipe for inefficiency and an obstacle to effective regulation". The recommendation is for a single construction regulator – reporting to a single secretary of state, supported by a chief construction adviser responsible for all functions of the construction industry.

Higher-risk buildings

The inquiry report regards the current definition of an HRB to be arbitrary and recommends an urgent review of the definition of HRBs.

As outlined above, the current definition is causing confusion for all concerned, but a more subjective and flexible definition could exacerbate the situation. Perhaps the answer lies in extending the existing requirements so that registration is not just dependent on height or storeys, but also on the mobility and vulnerability of occupants, the state and condition of the building and the existing fire safety measures.

However, given the likelihood that some of these factors could fluctuate and the status of the building could change, making equivalent changes to building safety, landlord management and leaseholder compliance could create more uncertainty, not less.

Fire safety strategy

The report also recommended introducing a statutory requirement for any building control applications (at

gateway 2) for the construction or refurbishment of any HRB to be accompanied by a fire safety strategy, that is reviewed and resubmitted at the completion of any building works. The primary aim of the strategy is consideration of the needs of vulnerable people, including any additional facilities or time they may need to leave the building or reach a place of safety within it.

This requirement is additional to the Phase 1 report recommendation that the owner / manager of an HRB should be required to prepare personal emergency evacuation plans for those with additional needs.

Accessible record of recommendations

The purpose of a publicly accessible record of recommendations is to ensure that any government is accountable for the decisions taken in relation to HRBs. This means if a government decides not to accept any recommendations that are made, it will have to record its reasons for doing so and report to parliament each year.

Problems with contractors

To alleviate problems with contractors, the report recommends:

- a licensing scheme, operated by the construction regulator, for principal contractors that wish to undertake the construction or refurbishment of HRBs, and
- that any application for building-control approval for the construction or refurbishment of an HRB (gateway 2) is supported by a personal undertaking from a director or senior manager of the principal contractor to take all reasonable care to ensure that, on completion and handover, the building meets the regulatory standards to make it safe

Other compliance factors

Other recommendations include the following:

1. As mentioned, a single construction regulator to take control over construction product compliance and specifically account for legislative requirements, statutory guidance and industry standards.
2. A formal requirement or specific qualification for fire engineers, with legislation to define and protect the profession, and an independent regulatory body set up for that purpose.
3. Fire risk assessors that are subject to mandatory

accreditation and set up by the government in order to assess and ensure adequate competence and standards.

Leasehold and Freehold Reform Act 2024

The Leasehold and Freehold Reform Act 2024 (LFRA) has affected some issues concerning HRBs, although it has not clarified some of the identification issues discussed, nor has it put into play the recommendations of the inquiry report.

Some of the issues concerning HRBs that have been affected include section 119 of LFRA introducing a new section 125A to the BSA. This is aimed at improving local authority and regulator awareness of buildings where the person with repairing obligations in relation to the relevant buildings is insolvent. It imposes new duties on insolvency practitioners who are appointed in relation to a responsible person for a higher-risk (18m or seven storeys) or relevant building to give specified information within 14 days of their appointment for the area in which the building is situated. If the insolvency practitioner is appointed in relation to an accountable person they will have to give the required information to the Building Safety Regulator.

Section 115 of LFRA amends section 123 of the BSA to provide expressly that the First-tier tribunal (FTT) may order a relevant landlord to "do one or both of the following by a specified time:

(a) remedy specified relevant defects in a specified relevant building;
(b) take specified relevant steps in relation to a specified relevant defect in a specified relevant building."

Consequences for Practitioners

The BSA and all relevant regulations and guidance have attempted to generate certainty as to what an HRB is, but the situation for advisers and their clients is still wholly confused. Despite the height / storey test, it's difficult to confirm whether a residential leasehold involves a property in a higher-risk building. In practice, all that can be done is to rely on information provided by third parties or confirmation that the building has been registered as a high-rise residential building with the Building Safety Regulator.

The recent case of Blomfield v Monier Road Limited (Smoke House & Curing House, Remus Road) (2023) has recently added to the confusion.

The case involved an application for a remediation order but during the hearing, the FTT had to consider the extent of the works to which the order related and whether the original contractors should be entitled to carry out the works. Of interest to the lawyers was the debate concerning whether the building to which the remediation order related was a higher risk building. The FTT concluded that the building was an HRB since it included a roof terrace containing a garden, which could be deemed a seventh storey.

The significance of this decision is that the FTT was not prepared to follow government guidance published on 21 June 2023, which provided that "a storey must be fully enclosed to be considered a storey". The FTT condemned the guidance for contradicting the statutory provisions.

As a result of this decision, the Ministry of Housing, Communities and Local Government published a notice at the start of the guidance confirming that it and the Building Safety Regulator are currently considering the views expressed by the FTT. The notice advises that until stated otherwise, the sector and regulatory bodies should continue referring to

existing government guidance.

Transactional property lawyers need to appreciate and warn relevant clients that flats or apartments in buildings that are not currently defined as HRBs could become so where:

- an airspace development occurs, increasing the height or number of storeys beyond the current limits, or
- a building that meets the current height or storey requirements but is exclusively occupied by commercial tenants is converted to include two or more residential dwellings (note such dwellings do not have to be let on residential long leases).

Given the findings in the inquiry report, it seems that regulations amending the definition of HRBs will in future have to consider the nature of the use of the building and the status of its occupants, particularly vulnerable people. Whether these amendments make it easier to spot a higher-risk building for the purposes of the conveyancing process seems unlikely.

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COMMERCIAL LEASES

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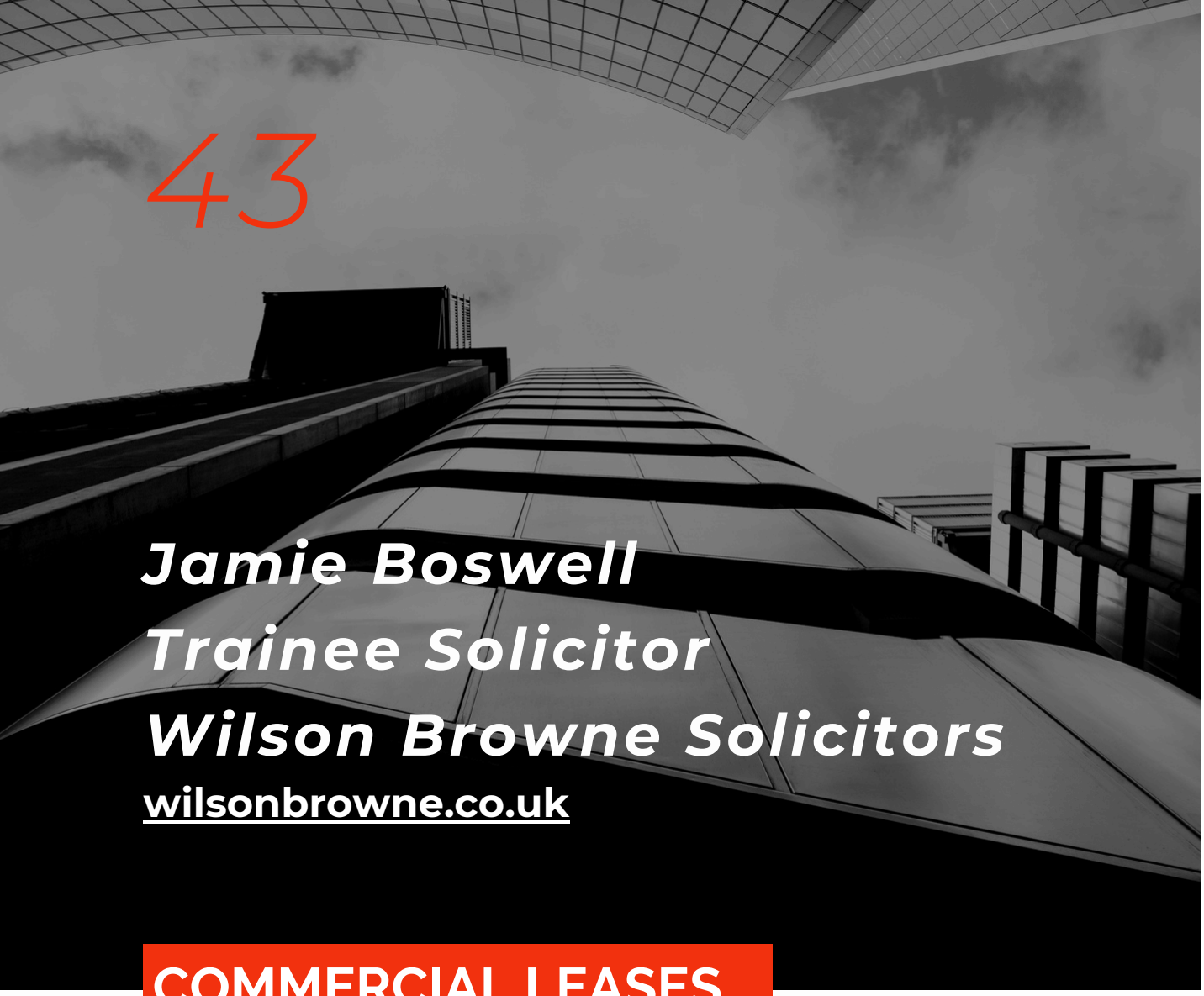

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COMMERCIAL LEASES

Security of Tenure Under Review by the Law Commission: The Impact on Business Tenancies

Jamie Boswell discusses the Law Commission's review of the 'contracting out' model of security of tenure under the Landlord and Tenant Act 1954, exploring potential reforms to how business tenancies are renewed or terminated.

The Law Commission have started a review of the current 'contracting out' model of Security of Tenure. In their paper (Law Commission Documents Template) published last month, they are seeking views on whether the current method remains the right approach or if the legislation requires review and updating.

Some businesses may own the properties from which they trade giving them the security of knowing they will not have to vacate unless they decide to. However, many businesses lease their premises from a landlord allowing them flexibility to relocate or move to larger premises should they outgrow their current base. There are many arguments which can be made for and against leasing business premises. However, this ultimately comes down to the business's needs at the time.

For those businesses who do lease their premises, the Landlord and Tenant Act 1954 allows a special provision in commercial tenancies known as Security of Tenure. This provides additional protection to commercial tenants by granting a right for tenants to continue to occupy leased premises and obtain a renewal tenancy. This is even after the fixed term of the tenancy has expired and they would otherwise be required to vacate the premises and relocate their business.

For this statutory protection of Security of Tenure to apply, the lease must satisfy certain conditions. Firstly, the lease must be of premises being occupied by the tenant for the purposes of carrying on its business. Secondly, it must be either a periodic tenancy or a fixed term tenancy due to come to an end on a known date covering a term of at least 6 months. Including a break clause within the tenancy will not

prevent a tenant from obtaining security of tenure. However, if the lease is for a set term and then from year to year thereafter, this would not benefit from the statute.

At the expiry date of the tenancy, the landlord may be agreeable for the tenant to continue to occupy the property on the same terms as the original tenancy agreed upon and they therefore need take no further action.

However, the landlord may wish to remove the current occupier and take the premises back or grant a renewal on altered terms, for example on an increased rent. To allow the landlord to retain some control in this regard, the Security of Tenure provisions are subject to the landlord being able to oppose the tenancy continuing.

There is a set process which the landlord must follow in which the landlord would be required to serve a notice giving between 6 and 12 months' notice to the tenant, following which the tenancy will come to an end. Within this notice, the landlord must state whether they oppose the grant of a new tenancy or, if they are willing to grant a new tenancy, set out their proposals.

By way of protection for both parties, it is possible for agreement to be reached that Security of Tenure will not apply to the tenancy. This is known as 'Contracting Out.' To contract out of security of tenure, agreement must be reached between the parties prior to the start of the initial tenancy term and a set process followed.

The effect of contracting out is to exclude the security of tenure provision from the lease and prevent the tenancy from continuing after its set expiry date. The tenant will have no right to remain in the commercial premises and will have to vacate unless the parties mutually agree otherwise, and the

landlord offers a new lease of the same premises. If security of tenure is contracted out, the tenant will have no right to compensation from the landlord at the end of the lease.

It is on 'Contracting Out' that the Law Commission have most largely set their focus and looked towards how this can be reformed and brought up to date. In their paper, the Law Commission ask questions about whether the law should be changed and if so, what that reform should look like. They consider four different models of security of tenure and how it could work.

1. **Mandatory statutory security of tenure** would be where all tenants are given the security and agreement between parties cannot be made for it to be contracted out. This would remove control from the landlord in being able to oppose the tenancy continuing or being able to alter the terms on which the tenancy continues. This therefore puts tenants in a stronger position to remain in the premises on the same terms and possibly avoiding paying increased rents which would have otherwise been agreed.

2. **No statutory security of tenure** where there is no possibility of security of tenure and should parties wish to continue the tenancy after the agreed fixed term, they will need to mutually agree to continue the tenancy and whether this is on the same terms. This would provide increased flexibility for landlords who have certainty that a tenancy will end and the possibility of obtaining higher rents. However, this may put tenants in a weaker bargaining position.

3. **A 'Contracting In' regime** whereby the default would be for tenants to have no security of tenure, but the parties can opt-in to the regime by agreement. Essentially the opposite to the current regime. This may provide each party more flexibility in choosing whether or not it suits them best to have Security of Tenure provisions in the circumstances and could also avoid situations whereby the protection is inadvertently provided because the current 'contracting out' process has not been correctly followed.

4. **Finally, the 'Contracting Out' regime**, under which the current position of security of tenure is the default, with parties having the option to mutually agree to opt-out. The biggest advantage of the regime continuing as it is, is that the process is well-known and familiar, understood and followed by many landlords, tenants and professionals who may otherwise be faced with a period of uncertainty were a change to follow.

The Legal 500 recognised Commercial Property team have a wealth of experience in dealing with Landlord and Tenant matters and will keep fully abreast of all developments and are all the help you need.

GRANTLEY HALL RESIDENTIAL CONVEYANCING AND COMMERCIAL PROPERTY CONFERENCE

9th April, 2025 | 9am-5pm

NIGEL CLAYTON
SPEAKER

ANDREW BUTLER KC
SPEAKER

IAN QUAYLE
SPEAKER

INFORMATION

We're thrilled to share that our highly anticipated Grantley Hall Conference will take place on Wednesday, 9th April 2025, at the prestigious Grantley Hall Hotel, Ripon. This exclusive event promises a day of expert insights, practical guidance, and invaluable networking opportunities for legal professionals.

The conference will be split into two main sessions; the morning session will focus on residential transactions, and the afternoon session will be dedicated to commercial transactions. Delegates will be able to attend the event for a half day, or for the full day, depending on their specific interests and requirements.

There are three ticket options available to choose from and lunch and refreshments are included for all ticket options:

Option 1: Full day, £100 Plus VAT, Per Person.
Option 2: Morning only, £50 Plus VAT, Per Person.
Option 3: Afternoon only, £50 Plus VAT, Per Person.

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EASEMENTS

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EASEMENTS

To What Extent Can a Prescriptive Easement Claim Be Scuppered by Signage and/or a "Cease and Desist" Letter?

The purpose of this article is to take a brief look at three recent 2024 cases which impact upon prescriptive easements, two of the cases involving signage and one involving a "cease and desist" letter.

Background legal principles

"User as of right" is fundamental to the successful acquisition of a prescriptive easement.

In relation to prescriptive easements, a claimant must show that he has used the right in question as if he were entitled to it, for otherwise there is no

ground for presuming that he enjoys it under a grant. The phrase "user as of right" is employed not only in the context of prescriptive acquisition of easements and profits, but also by the legislation concerning highways and town or village greens. Moreover, from an early age, property lawyers are taught that the user which will support a prescriptive claim must be user nec vi, nec clam, nec precario (without force, without secrecy, without permission).

As regards **nec vi** (not by force), it is well established that forcible user extends not only to user by violence (as where a claimant to a right of way breaks open a locked gate) but also to user which is contentious or allowed only under protest. User is considered to be forcible "once there is knowledge on the part of the person seeking to establish prescription that his user is being objected to and that the use which he claims has become contentious." (**Newnham v Willison** (1987) 56 P & CR 8, 19 per Kerr LJ).

"A user is contentious when the servient owner is doing everything, consistently with his means and proportionately to the user, to contest and to endeavour to interrupt the user." (**Smith v Brudenell-Bruce** [2002] 2 P & CR 4, 12 per Pumfrey J).

Signage

As regards signage, property lawyers of a certain vintage will recall the decision of the Court of Appeal in **Winterburn v Bennett** [2017] 1 WLR 646 in which it was held that the continuous presence of clearly visible signs could, without more, constitute sufficient steps on the part of the landowner to effectively indicate that it did not acquiesce in unlawful user, thus preventing such user from being "as of right" for the purposes of the doctrine of lost modern grant. The position was neatly summed up by David Richards LJ (as he then was) at paragraphs 40 and 41 when he said as follows:

> "40. In my judgment, there is no warrant in the authorities or in principle for requiring an owner of land to take these steps in order to prevent the wrongdoers from acquiring a legal right. In circumstances where the owner has made his position entirely clear through the erection of clearly visible signs, the unauthorised use of the land cannot be said to be "as of right." Protest against unauthorised use may, of course, take many forms and it may, as it has in a number of cases, take the form of writing letters of protest. But I reject the notion that it is necessary for the owner, having made his protest clear, to take further steps of confronting the wrongdoers known to him orally or in writing, still less to go to the expense and trouble of legal proceedings.

41. The situation which has arisen in the present case is commonplace. Many millions of people in this country own property. Most people do not seek confrontation, whether orally or in writing, and in many cases, they may be concerned or even frightened of doing so. Most people do not have the means to bring legal proceedings. There is a social cost to confrontation and, unless absolutely necessary, the law of property should not require confrontation in order for people to retain and defend what is theirs. **The erection and maintenance of an appropriate sign is a peaceful and inexpensive means of making clear that property is private and not to be used by others. I do not see why those who choose to ignore such signs should thereby be entitled to obtain legal rights over the land.**" (emphasis added)

In reaching the decision that they did, the Court of Appeal applied much of the reasoning of the Court of Appeal in Taylor v Betterment Properties (Weymouth) Ltd [2012] 2 P & CR 3, even though that was a commons registration case.

Nicholson v Hale

In Nicholson v Hale [2024] UKUT 153 (LC) (14 June 2024), Edwin Johnson J held (on appeal from Judge McAllister sitting in the FTT) that a sign which read "THIS STAIRCASE AND FORECOURT IS PRIVATE PROPERTY NO PUBLIC RIGHT OF WAY" and which ought to have been visible to, and legible by, persons using the way in question was sufficient to make use of the way "vi" and otherwise than as of right.

As regards visibility of the sign, the question was whether a reasonable user of the staircase would have seen the sign. The respondents' evidence that they could not recall ever seeing the sign was relevant, but not decisive. Its weight was a matter for the FTT judge, and there was no basis for interfering with her evaluation.

As regards general principles of wording of any sign, the Judge reaffirmed that where an easement was claimed on the basis of prescription, the use relied upon had to be "as of right" and not by force. The user had to show that their use was not contentious or allowed only under protest. As one would expect, the Judge followed **Winterburn v Bennett** in that the continuous presence of a clearly visible and legible sign would, depending on its wording, be sufficient to render user contentious.

Furthermore, the fundamental question was what the sign

would convey to the reasonable user of the land: if it conveyed that the land was private and was not to be used by anyone other than the landowner and those authorised by them, the notice would be effective to render other use contentious. As such, the test was thus objective and fact specific.

As regards the overall outcome, the FTT judge's conclusion could not be upheld:

- The statement that the staircase and forecourt were private property would convey to the reasonable user that the forecourt was private and could only be used by authorised users.
- In general, the identification of land as private property conveyed the message that persons other than the owner and those authorised by them could not enter the land or make use of it.
- The nature and content of the notice had to be examined in context. Here, the context was a small area of land which provided a shortcut from the pavement to the walkway. Stating that it was private property should have been sufficient to inform those using the staircase they were not entitled to do so.
- The FTT judge erred in regarding the "no public right of way" statement as the critical factor.
- The sign had to be read in a common-sense way, and the reasonable user would not have understood it to mean that although no public right of way existed, the exercise of a private right was not prohibited. They were not to be treated as making such legal distinctions. The "no public right of way" statement reinforced, rather than undermined, the identification of the forecourt as private property that was not open to unauthorised users.
- The sign was thus sufficient to prevent the use of the staircase from being as of right, and the respondents were not entitled to a right of way by prescription.

Sagier v Kaur

However, the decision in **Nicholason v Hale** was distinguished by Martin Rodger KC in **Sagier v Kaur** [2024] UKUT 217 (LC) (29 July 2024) where the sign read "No Public Right of Way" (para.78). The Judge held that a reasonable reader of the sign, in the position of the claimant (who lived in a neighbouring property served by a private road) would understand the sign to be referring to members of the public and not neighbours. The Judge took into account the context and the background to the creation of the sign in reaching this conclusion. The Judge also held that if, contrary to his conclusion, the sign was ambiguous, then an ambiguous sign would not have sufficed to make the user contentious.

Akhtar v Khan

In Akhtar v Khan [2024] EWHC 1519 (Ch) (17 June 2024), the defendant was using the claimant's land for car parking. The claimant sent the defendant a "cease and desist" letter calling for the user to stop. HHJ Richard Williams held that the letter had been received by the defendant and had made the continued user thereafter contentious and not "as of right." The Judge went on to hold (para.141) that even if the letter had not been received by the defendant, the sending of the letter by recorded delivery and then by ordinary post was a reasonable and proportionate attempt to communicate the claimant's protest to the defendant's unauthorised use so that the claimant

should not be held to have acquiesced in that use. “The cease and desist letter was expressed in clear and unambiguous terms, which would have brought home to the defendants that their continuing use of the Yard was contentious.” (para.139).

Conclusions

- The erection and maintenance of an appropriate, suitably worded sign is a peaceful and inexpensive means of making clear that property is private and not to be used by others. However, the wording of any sign, the location and context in which it was displayed are all very relevant factors.

- If you are going to use signage, then think about:
  - How many signs to you need given the area of land in question and its topography;
  - Whereabouts the signs are to be located;
  - Precisely what the signs should say – avoid ambiguity;
  - What evidence you will gather to show that the signs have actually been erected and maintained.

- If you are going to use a “cease and desist” letter, make sure that such letter is expressed in clear and unambiguous terms, which really emphasise to the recipient that their continuing use is contentious.

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Northumbria University

Northumbria University is a research-intensive University that unlocks potential for all, changing lives regionally, nationally and internationally. Named UK University of the Year 2022 by Times Higher Education and Modern University of the Year 2025 by The Times and The Sunday Times, it is based in Newcastle upon Tyne, with an additional campus in London. Originating from Rutherford College (founded in 1880), Northumbria is ranked in the UK's top 25 for research power and graduate employment. The university works with leading employers like Nike, IBM, and the NHS, and is a top UK institution for graduate start-ups. Northumbria attracts students from 137 countries and collaborates globally with higher education institutions.

PROFILE

Russell Hewitson was admitted as a solicitor in 1988 and is an Associate Professor of Law at Northumbria University. He is the Law Society Council member for commercial property and a member of the Law Society's Conveyancing and Land Law Committee. Russell is general editor of Precedents for the Conveyancer, Practical Lease Precedents, and Practical Conveyancing Precedents. He is a consultant editor of the Law Society's Conveyancing Handbook and has written a number of other books including Conveyancing Searches and Enquiries and Business Tenancies. He is also the Practice and Precedents Editor of The Conveyancer and Property Lawyer.

CAREER HISTORY

1988-1992: Solicitor with Ward Hadaway
1992-2004: Senior Lecturer in Law
2004-2014: Principal Lecturer in Law
2014-2016: Enterprise Fellow
2016-present: Associate Professor of Law

AREAS OF EXPERTISE

- Conveyancing both residential and commercial
- Landlord and tenant
- Land registration

ASK THE EXPERT

ASK THE EXPERT

WITH IAN QUAYLE

In our Ask the Expert section, Ian Quayle, Managing Editor of Property Law UK, interviews seasoned legal professionals. He poses a series of questions regarding the current landscape of residential conveyancing or commercial property transactions, encouraging them to impart their knowledge and expertise to the readers of Property Law UK magazine.

In this month's edition, Ian is joined by Georgina Muskett, Senior Associate at Charles Russell Speechlys LLP.

ASK THE EXPERT

Ian Quayle (IQ) Thank you, Georgina, for taking the time to answer questions for Property Law UK. Your contribution is greatly appreciated.

My first question is what made you pursue a career in law and what brought you into real estate disputes work specifically?

Georgina Muskett (GM) When I was very young, I had dreams of being a musical actress and working on the West End. I was never very patient though and as I had not been discovered by the time I was 15 I decided that I probably needed to think about a more stable career. I enjoyed watching legal dramas, A Few Good Men is one of my favourite films and I have always been quite academic and relatively argumentative so a degree in law appealed to me. To be honest, I was not very interested in the academic study of real estate during my university career. My interests lay in public and international law originally and so I trained at a firm that focused on administrative law and did a lot of work for public bodies. When I came to qualify the firm won a

contract for a local authority and about 85% of that work was housing related. I had a very busy first 18 months of post qualification experience, in and out of Wandsworth County Court working on possession and injunction proceedings, as well as dealing with homelessness appeals and judicial reviews. I then moved to a Silver Circle firm to build up my practice in commercial real estate disputes. A couple of years later I moved to, what is now, Charles Russell Speechlys LLP and can honestly say that I very much enjoy my work. There is a nice mix of "real" litigation in this area alongside more advisory and strategic work on the projects and development side. I have been lucky to work for some wonderful clients here and been exposed to some very interesting cases, with a few matters going all the way to trial.

(IQ) Do you have any particular areas of specialism within real estate disputes?

(GM) My main specialisms are in telecoms, restrictive covenants, and business tenancy renewals (1954 Act work). There has been a real sea change in the world of telecoms with the introduction of the new Electronic Communications Code in 2017. It is a prime example of legislate in haste and repent at leisure. The purpose of the legislation was to try to increase connectivity and buoy the market, but its effect was stagnation. While matters have settled down a bit now, that has been after a great deal of case law. In addition to these areas, I also advise a lot on residential service charge issues and have a particular niche in respect of Estate Management Schemes.

(IQ) What is one of the most interesting cases that you have dealt with in your career?

(GM) There have been quite a few worth mentioning but probably the most recent matter that went all the way to trial was the reported case of Edgware Road (2015) Limited v. Church Commissioners for England [2020] UKUT 0104 (LC). We helped the Commissioners to successfully defend an application under section 84 of the Law of Property Act 1925 by a long leasehold

tenant who sought to vary its lease user restrictions. The decision preserved the Commissioners' ability to control the management of their Hyde Park Estate in London.

(IQ) Do many of your matters go all the way to trial?

(GM) I would say that not many matters go all the way to trial. Sometimes it cannot be avoided if the parties are so entrenched in their positions or if there is a point of principle which needs to be determined. However, it is often better to try to reach an agreement with your opponent if at all possible. This is especially the case in the property world where disputes are often between parties who will have an ongoing relationship in the future whether as landlord and tenant or as neighbours.

(IQ) If there was one thing you could suggest to make the court process smoother and more efficient, what would it be?

(GM) It is being able to get hold of an actual person at the end of the telephone or at the counter, like you used to be able to. I understand that the Courts are under immense pressure because of funding issues but not having a case officer at the County Court who will take responsibility for moving matters forward delays things massively.

(IQ) If you were taking on a new trainee what would be your three most important pieces of advice when acting for a client in respect of a property dispute?

(GM) Listen intently, take detailed notes, and smile often! The main difference in respect of real estate disputes as opposed to some other types of litigation is that quite often people are reluctant litigators in the sense that they have tried other solutions, and legal action is a last resort. Therefore, sometimes you are trying to guide people through a process that is unfamiliar to them to try to help them achieve their end goal. Also, as I have previously said, there is usually an ongoing relationship to think about. Therefore, managing expectations and really listening to what the client wants to achieve is key.

(IQ) What emerging changes and developments do you think will significantly shape the world of real estate disputes in the next few years?

(GM) This year has seen huge changes in the residential property sphere with more on the Government's agenda for next year. The Leasehold and Freehold Reform Act 2024 received Royal Assent in May 2024 and will make

substantial changes to lease extensions and collective enfranchisements changing valuations, ultimately leading to reduced premiums. In addition, the Act will increase the number of buildings falling within the scope of collective enfranchisement and right to manage by increasing the threshold of commercial/non-residential parts. Finally, the Act will regulate estate management charges and bring further governance around the demand and receipt of service charges from leaseholders of residential flats.

Next year, the Renters' Rights Bill is likely to become law fundamentally changing the grant of tenancies in the private rented sector by abolishing Section 21 Notices and Assured Shorthold Tenancies, widening the grounds of possession and introducing a private rented sector database.

In the world of commercial property, the Law Commission is also looking at security of tenure under the Landlord and Tenant Act 1954 which could ultimately lead to changes to business lease renewals. So, there is quite a lot of significant change on the immediate horizon and interesting times ahead.

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CONVEYANCING QUALITY SCHEME

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Why Compliance with CQS Matters

Sarah Keegan, Partner, The CS Partnership

thecspartnership.com

CONVEYANCING QUALITY SCHEME

Sarah Keegan highlights the importance of compliance with the Conveyancing Quality Scheme (CQS) for law firms to enhance best practices, mitigate risks, align with regulatory expectations, attract lenders, and remain competitive in the evolving conveyancing sector.

Adherence to the Conveyancing Quality Scheme (CQS) remains essential for law firms looking to implement best practices, mitigate risks, and maintain their reputation in the market. Yet the CQS is not universally followed by all accredited firms, largely because the Law Society does not enforce compliance with the scheme. But even without direct enforcement, there are good reasons to ensure that your conveyancing teams are compliant on every matter.

The CQS was introduced in 2011 and was aimed at improving conveyancing practices and fostering greater transparency in the home-buying process. It provides a framework to ensure participating firms follow best practices, deliver high-quality client

service, and uphold professional integrity. Although compliance is voluntary, the benefits of accreditation are clear. To achieve and maintain CQS accreditation, firms must demonstrate adherence to:

- The Law Society's Conveyancing Protocol
- Rigorous training and competency standards
- Robust risk management systems
- Regular audits and reviews

Despite its voluntary nature, the CQS sets the gold standard for conveyancing services, and failing to follow its guidelines can leave firms vulnerable to inefficiencies, client dissatisfaction, and reputational risks.

So, why follow the CQS despite its voluntary status? Below we set out the key reasons:

1. Regulatory and Disciplinary Trends

Recent decisions by the Solicitors Disciplinary Tribunal (SDT) highlight the risks faced by conveyancing firms that fail to adhere to high standards. In 2024 alone, multiple firms have faced sanctions for issues ranging from inadequate anti-money laundering procedures to breaches of duty in property transactions. The Solicitors Regulation Authority (SRA) has also flagged conveyancing as a high-risk area for professional misconduct, citing fraud and procedural lapses as recurring problems.

While the Law Society does not enforce the CQS, following its framework aligns closely with SRA requirements and can help firms avoid disciplinary actions. By adopting the CQS, firms proactively address areas of concern identified in regulatory reports, reducing the risk of sanctions or reputational damage.

2. Meeting Lender Expectations

Major mortgage lenders favour CQS-accredited firms for their conveyancing panels. Without accreditation, law firms risk losing out on vital opportunities to act for lenders, which can significantly impact revenue streams.

3. Reducing Risk and Liability

Conveyancing is fraught with risks, including fraud, procedural errors, and compliance failures. Recent SDT cases underline how failures in due diligence can lead to severe penalties, both financial and reputational. The

CQS framework equips firms with tools to mitigate these risks through robust anti-fraud measures and adherence to strict protocols.

Professional indemnity insurers (PIIs) take note of CQS accreditation. We believe that the trend in recent Solicitor's Disciplinary Tribunal decisions, and the clear path that the SRA has laid out for 2025 and beyond, will be reflected in PIIs offering more favourable terms for law firms that can demonstrate that they have reverse engineered CQS standards into every matter, particularly in areas such as anti-money laundering, client communication, and fraud prevention.

4. Operational Efficiency and Competitiveness

The CQS promotes the adoption of standardised processes and best practices, which can streamline operations and improve efficiency. Firms adhering to the scheme's guidelines can reduce errors and delays, enhancing the overall client experience. Moreover, the scheme's focus on continuous professional development ensures that staff remain well-versed in evolving legal and procedural requirements, keeping firms competitive.

5. Future-Proofing in a Changing Landscape

The conveyancing sector is evolving rapidly, driven by technological innovations, and changing client expectations. The CQS framework provides a foundation for adapting to these changes, from embracing digital conveyancing tools to implementing electronic signatures. Firms that align with CQS standards are better positioned to navigate these shifts and remain relevant.

In summary, although the Conveyancing Quality Scheme is not legally mandated, its value as a framework for best practices cannot be overstated. For law firms and conveyancers in England and Wales, compliance with the CQS is a strategic choice that enhances trust, mitigates risk, and aligns with regulatory expectations. In addition, the SRA has signalled its intent to scrutinise conveyancing practices more closely, making proactive compliance more important than ever.

By following the CQS, firms can stay ahead of regulatory changes and secure their place in an increasingly competitive market. Choosing to follow the CQS is not simply good practice; it is a forward-thinking strategy for long-term success.

Meet the contributor

Sarah Keegan

Partner

The CS Partnership

Sarah qualified as a Solicitor in 1996 and has over 20 years' experience as a property lawyer. She ran one of the biggest residential property departments in the country and co-founded The CS Partnership in 2012 with the mission to help law firms modernise and change the way that they deliver their services. The CS Partnership helps firms increase their profits by ensuring they have the correct software and products for their practice and that they are using their technology to the best of its ability. They process map bespoke workflows and write the code for the required changes that their clients need across various software solutions.

In addition, they help legal teams through the change management process, to ensure that the changes being made are actually adopted by the users on every matter, every time – which is the key differentiator as the regulations and reporting requirements tighten.

Sarah focuses on the risk and compliance behaviours in her work, in particular, finding ways to ensure her client firms are compliant and safe on every transaction. She also focuses on helping firms ensure that they are CQS compliant.

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Tom Newcombe, Head of Planning & Environment and Isaac Craft, Trainee Solicitor – Planning & Environmental Team at Birketts

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PLANNING

The New NPPF – What Does It Say, and What Does That Mean?

The Government has published the NPPF[1] and it takes effect for all development management decisions from 12 December 2024[2], whereas for the purposes of plan-making this version of the Framework will generally take effect from 12 March 2025[3]. In this article Tom Newcombe and Isaac Craft look at some of the main changes made, some of which will be very reliant on guidance yet to be published.

Emphasis on Building and Councils Co-operating

The NPPF reflects the Government's stated aim that it wants the economy

to build, and that building more homes is a key part of that. But is that at the expense of other principles which many consider equally important? It has, for example, removed some wording that focuses on the visual aspect of development: the words "to ensure outcomes support beauty and placemaking"[4] have been deleted. What it has not done is weaken the various policies designed to protect the environment, heritage assets or provided wiggle-room regarding BNG or Nutrient Neutrality. It would appear that the Government is more focused on assisting with providing solutions to issues which arise from those requirements, rather than removing them. The Government is also pushing harder for councils to improve working together, and the duty to co-operate remains, but is strengthened. The new NPPF places an emphasis on "effective strategic planning across local planning authority boundaries".[5] It immediately then says that "local planning authorities and county councils continue to be under a duty to cooperate with each other".[6] The NPPF goes on to state that "once matters which require collaboration have been identified, strategic policy authorities should make sure that their plan policies align as fully as possibly".[7] It then provides detail as to how plans should align.

It also recognises the need for our economy to have development that is relevant to the twenty-first century, it says that the planning policies should "pay particular regard to facilitating development to meet the needs of a modern economy, including by identifying suitable locations for uses such as laboratories, gigafactories, data centres, digital infrastructure, freight and logistics".[8] While this aligns with a trend of expenditure in Government over recent years[9], it is a clear statement from Government that it requires local authorities to pay particular regard to this kind of infrastructure.

These additions reflect the recent consultation paper which stated that[10] "we are clear that urban centres should be working together across their wider regions to accommodate need" and that "we are not only strengthening the existing Duty to Cooperate requirement but proposing to introduce effective new mechanisms for cross-boundary strategic planning."

While the bones of the soundness test remain the 'same',[11] it is important to note, however, that at paragraph 36(a) of the NPPF, the footnote to the "area's objectively assessed needs" has (in effect) changed due to the amendments in the delivery of the sufficient supply of homes.[12] Therefore, when assessing whether the local plans are 'sound', and if they have been positively prepared - when relating to housing - the new standard method must be used, not just as a 'starting point' (see below).

The Presumption in Favour of Sustainable Development and the "tilted balance"

The consultation draft NPPF proposed changes to paragraph 11 to the NPPF. As expected, changes have made it through to the final version but interestingly they are not the same as those proposed.

One particular change is to paragraph 11(d)(i) by replacing the word "clear" with the word "strong". Thus, "where there are no relevant development plan policies, or the policies which are most important for determining the application are out-of-date, [LPAs should apply the presumption and grant planning permission] unless: i. the application of policies in [the NPPF] that protect areas or assets of particular importance provides a **strong** reason for refusing the development proposed; or [..]". This is a deliberate change giving greater weight to the presumption in the face of conflict with other NPPF policies. There will no doubt be significant debate through PINS and the Courts as to how this affects applying the presumption.

Further, changes sign-posted in paragraph 11(d)(ii) did not come through in the way the consultation draft suggested. Following the statement that if adverse impacts of applying the presumption "significantly and demonstrably" outweigh the benefits when taken against the NPPF "as a whole", there is now the phrase "having particular regard to key policies for directing development to sustainable locations, making effective use of land, securing well-designed places and providing affordable homes, individually or in combination". Footnote 9 of the NPPF then specifically lists those key policies as paragraphs 66 (affordable housing) and 84 (isolated homes) of chapter 5; 91 (town centre sequential tests) of chapter 7; 110 and 115 of chapter 9 (sustainable transport); 129 of chapter 11 (density); and 135 and 139 of chapter 12 (design). Whilst this change suggests that these policies are the highlighted ones which would (if breached) defeat permission being granted under a presumption, one must still refer to the

words “as a whole”. Thus, other policies in the NPPF remain relevant, but this list merely places extra emphasis on these key policies.

Delivering a Sufficient Supply of Homes

The standard method (first introduced in 2018) identifies the minimum number of homes that a local planning authority should plan for in its area. The standard method as now updated in the practical guidance published on 12 December 2024[13] (“the Standard Method”) is the nexus to enable the Government to deliver on the envisioned 1,500,000[14] new homes during its parliament. Importantly, the Standard Method in the Planning Practice Guidance is no longer an advisory starting point, but mandatory.[15] As explained in the PPG, it uses “a formula that incorporates a baseline of local housing stock which is then adjusted upwards to reflect local affordability pressures to identify the minimum number of homes expected to be planned for”.[16] There are, of course, exceptions to this rule, one example is if the data required for the model is not available for a local authority area where samples are too small.[17] There will be others.

It calculates the minimum annual local housing need figure following a 2-step process[18]: the baseline is now 0.8% of the existing housing stock, and the data for the most recent housing stock should be used. The Government has published live data of the housing stock split into authorities.[19] The second step is to apply an adjustment if the median workplace-affordability ratio[20] is above 5. The guidance says “for each 1% the ratio is above 5, the housing

stock baseline should be increased by 0.95%".[21] However, it then gives the example "An authority with a ratio of 10 will have a 95% increase on its annual housing stock baseline."[22] There is (thankfully) a formula given in the guidance, as by using the text alone the maths (as written) is not correct. The formula which must be applied is:

$$\text{Adjustment factor} = \left(\frac{\text{five year affordability ratio} - 5}{5}\right) \text{x } 0.95 + 1$$

That does not give an increase of 0.95% per percentage point over 5 in every case.

The NPPF has now removed arbitrary caps and additions, and the previous paragraph 62, relating to the urban uplift, has been deleted.[23] This is one of many changes reversing the change made by the previous Government.

Green Belt and the Grey Belt

To also assist with meeting the 1.5 million housing target, the Green Belt has been reviewed, and this is perhaps the most eye-catching of the changes proposed.

A relatively small amount of the UK is covered by Green Belt, and much of that is covered by other protective designations on top. Green Belt cases are still going to have to be carefully assessed on a case-by-case basis and whilst some of the changes are attractive looking, there are plenty of examples where the consequences of the changes are going to need to be tested, and that will take time. We do still however consider this to be a radical change to one of the most stable of national policies. The fundamental aims

of the Green Belt Policy have not changed, and neither have the five purposes of Green Belt. What has changed is a shift towards Green Belt Review by LPAs, the introduction of 'Golden Rules' for major development in the Green Belt and the introduction of 'Grey Belt.'

For a kick-off regarding plan-making, the words that "there is no requirement for Green belt boundaries to be reviewed or changed"[24] have been removed. It now says that it "should only be altered where exceptional circumstances are full evidenced and justified".[25] It goes on to list this newly defined term of exceptional circumstances, which includes "instances where an authority cannot meet its identified need for homes, commercial or other development through other means".[26] If an exceptional circumstance exists, then the "authority should review the boundaries in accordance with the Framework and propose alterations to meet the needs in full".[27] The impact of this change is self-evident: most Green-Belt LPAs are going to have to review their Green Belt boundaries. However, if the review provides "clear evidence" that alterations would fundamentally undermine the purposes of the remaining Green Belt, then boundaries need not necessarily be altered.

In addition to the old (para 154) list of development which is not inappropriate in the Green Belt, housing, commercial and other development (i.e. all development?) is now not regarded as inappropriate in the Green Belt where:

"(a) the development would utilise grey belt and would not fundamentally undermine the purposes (taken together) of the remaining Green Belt across the area of the plan,
(b) there is a demonstratable unmet

need for the type of development proposed and (c) the development would be in a suitable location, with reference to paragraphs 110 and 115 of the Framework".[28]

Of particular note is a change to 154(g) regarding limited infilling or development of previously developed land. Rather than referring to allowing redevelopment of previously developed land "not having a greater impact on openness or not causing substantial harm" where it would be PDL and is affordable, the test is now just "not cause substantial harm to the openness of the Green Belt." This is significantly more released and infilling and (non-major) development of previously developed land should now be much easier to achieve.

Grey belt is a new definition, and it is defined as "For the purposes of plan-making and decision-making, 'grey belt' is defined as land in the Green Belt comprising previously developed land and/or any other land that, in either case, does not strongly contribute to any of purposes (a), (b), or (d) in paragraph 143. 'Grey belt' excludes land where the application of the policies relating to the areas or assets in footnote 7 (other than Green Belt) would provide a strong reason for refusing or restricting development."[29]

This is a change to what we had seen in the draft, which used the term 'limited contribution'[30], rather than 'does not strongly contribute'.[31] This is likely to be an easier bar to hurdle.

The term "previously development land" has also been tweaked in the definitions in the NPPF, and "lawfully" has been inserted which will be a welcome change to some, and reference to hardstanding has been included which will be equally welcomed by others and is a significant concession.

Where land is released for development by authorities, the 'Golden Rules' for Green Belt development should apply[32], and also in the case of major housing development[33] and the following contributions should be made:

"a. affordable housing which reflects either: (i) development plan policies produced in accordance with paragraphs 67-68 of this Framework; or (ii) until such policies are in place, the policy set out in paragraph 157 below;
b. necessary improvements to local or national infrastructure; and
c. the provision of new, or improvements to existing, green spaces that are accessible to the public. New residents should be able to access good quality green spaces within

a short walk of their home, whether through onsite provision or through access to offsite spaces."

157. Before development plan policies for affordable housing are updated in line with paragraphs 67-68 of this Framework, the affordable housing contribution required to satisfy the Golden Rules is 15 percentage points above the highest existing affordable housing requirement which would otherwise apply to the development, subject to a cap of 50%. In the absence of a pre-existing requirement for affordable housing, a 50% affordable housing contribution should apply by default. The use of site-specific viability assessment for land within or released from the Green Belt should be subject to the approach set out in national planning practice guidance on viability."

A development that complies with them should be given significant weight in granting the application.[34]

In addition to this, and for those sites which perhaps exhibit extraordinary levels of viability, the PPG reminds us that "this 50% cap does not prevent a developer from agreeing to provide affordable housing contributions which exceed the 50% cap, in any particular case." [35]

Where development takes place on land situated or released from Green Belt, and is subject to the Golden Rules, then a site-specific viability assessment should not be undertaken or considered for reducing developer contributions, including affordable housing. Otherwise, clearly it will be, although the Government intends to review this

'Viability Guidance,' to see if it will make exceptions to this rule.[36] Viability is going to become a clear battleground for Green Belt development for some time to come.

It is also of note that in the updated planning policy for traveller sites that the Golden Rules will not apply to traveller sites.[37]

Transition and Implementation

The new NPPF applies today, but subject to some transitional arrangement in relation to certain provisions, not least the preparation of plans which now apply from 12th March 2025 (unless the plan is at Regulation 19 Stage (and meets at least 80% of housing need) or the plan is at Regulation 22 stage).

There might be a temptation (of questionable realism) for LPAs to endeavour to push through local plans – in full haste - to avoid complying with the new Framework. Good luck to any that can, but it should be noted that paragraph 78(c) prevents this from being too much of a concern – from 1 July 2026, where an LPA has a housing supply in a historic local plan which is examined against a previous version of the NPPF, a 20% buffer will be applied where the housing requirement is 80% or less of the most up-to-date need figure calculated under the new rules.

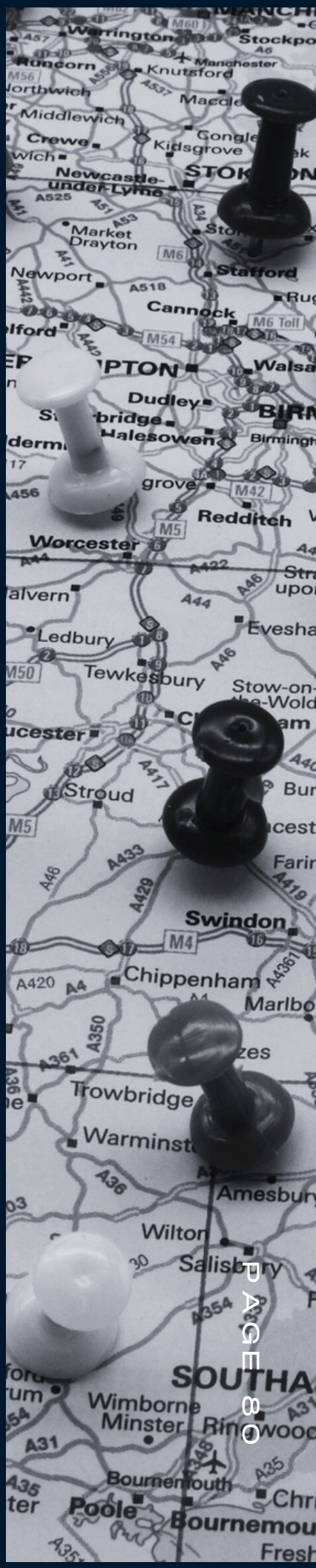
There are other changes which we have not considered, however, it is clear that the new NPPF is an attempt to increase delivery. There is a

fundamental need for housing and in particular affordable housing,[38] and this is a statement that the Government intend to deliver; whether or not it works is, of course, another matter.

Our verdict? Credit to the Government for being more radical (and faster) than previous attempts. Green Belt changes will be significant, but we cannot see this delivering the 1.5 million new homes required. Changes to affordable housing are minimal and the new NPPF does nothing to address or improve brownfield development or town centre regeneration.

The NPPF does very little to address public sector housebuilding which historically has been the only way significant numbers of new housing have ever been built. Ultimately, this still relies on the private sector to deliver; noting issues of resources, costs, viability, and land availability which continue to slow the system, as indeed does resourcing at local authority level. Time will tell what difference these and other changes will make, but one thing is for sure, this is not the last iteration of the NPPF we will see under this Government.

This article is not intended as a substitute for legal advice. Please do contact us if you would like more detail.



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Embracing Digital Pioneers: A Crucial Shift for Law Firms in the Age of Gen Z and Millennials

Dye & Durham discuss how law firms must embrace digital transformation, driven by Millennial and Gen Z expectations for technology integration, to remain competitive, attract talent, and enhance client satisfaction.

As Millennials and Gen Z rise to prominence in both the workplace and marketplace, their expectations for digital fluency are reshaping professional landscapes, especially within the legal sector.

According to the recently published "**Digital Pioneers: Leading the Tech**

Revolution" report from Dye & Durham, these generations prioritise technology as integral to quality of life, workplace preference, and efficiency.

For legal professionals, understanding and meeting these digital expectations is not optional but essential for long-term relevance and appeal.

Generational Drive for Technology in Legal Settings

The new report sheds light on the growing influence of Millennials and Gen Z, who view technology not as an addition but as a necessary fabric in daily and professional life in the UK.

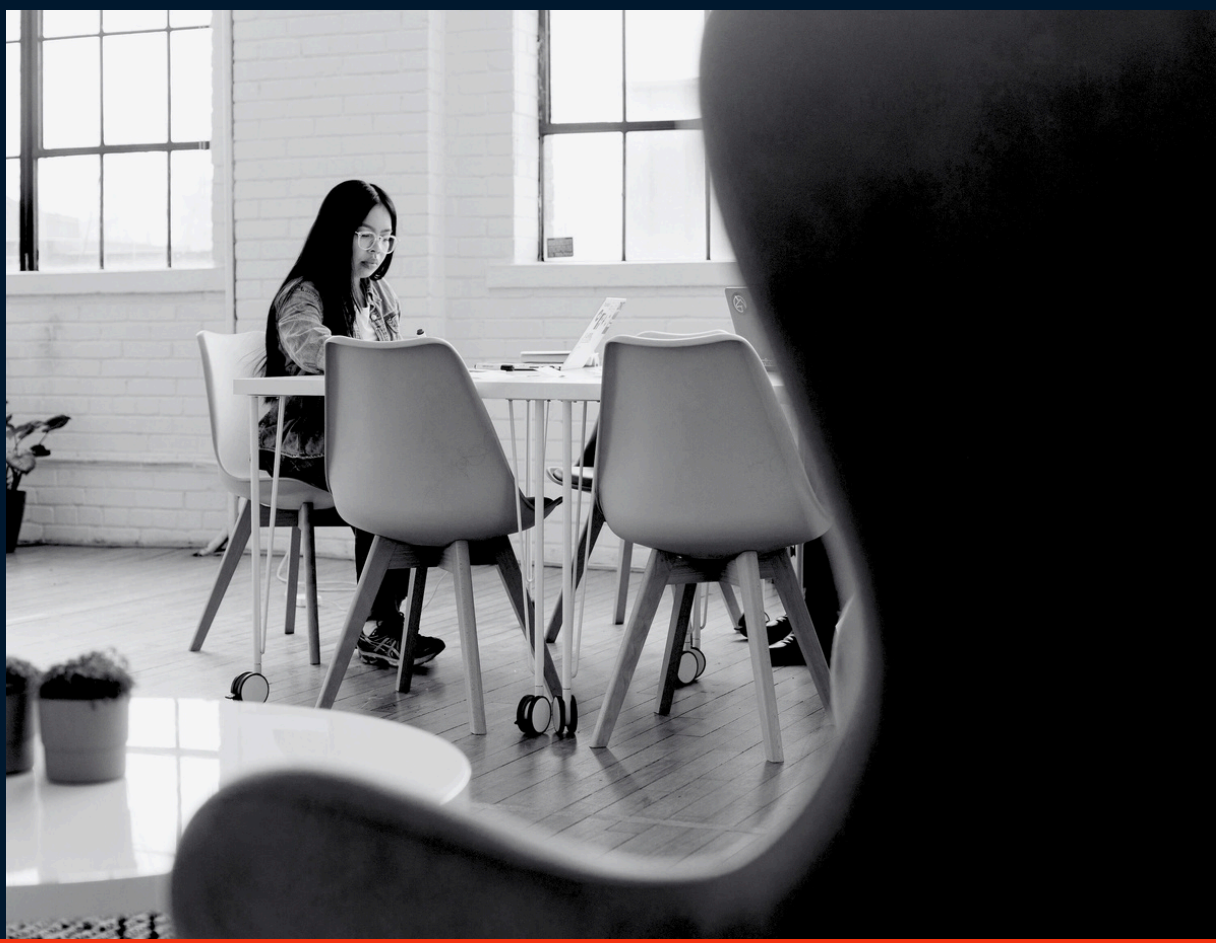
The survey underscores this tech-centric mentality: 75% of Millennials and 55% of Gen Z believe that technology improves life quality, with the majority in both groups also expressing a desire for continued digital integration in their professional environments.

The legal industry has historically operated with more conservative approaches to change; however, the mounting influence of Digital Pioneers demands a shift. Millennials and Gen Z overwhelmingly favour organisations that embrace digital transformation.

According to the report, over 69% of Millennials say they prefer to work for firms that incorporate new digital tools and systems, highlighting a clear preference for progressive, tech-friendly workplaces.

Legal Professionals' Technology Outlook: Key Insights

In collaboration with the Junior Solicitors Network of The Law Society of England and Wales, Dye & Durham's



survey included insights from young UK legal professionals, providing an inside look into the digital priorities shaping today's law practices. These early-career lawyers from the Gen Z and Millennial cohorts emphasized the essential role technology plays in improving case management, client engagement, and operational efficiency.

A failure to address these generational expectations could lead to missed recruitment and retention opportunities, diminished client satisfaction, and a stalled competitive edge.

So, how can law firms embrace the priorities of Digital Pioneers?

1. **Invest in Digital-First Infrastructure:** Millennial and Gen Z legal professionals prefer firms that support their tech-driven lifestyles. Investing in digital and AI-enabled document management, virtual case tracking, and secure cloud storage can improve service speed, accuracy, and client satisfaction. Further, as remote work becomes a mainstay, digital platforms enabling collaboration, research, and compliance from anywhere will appeal to these tech-native lawyers.
2. **Leverage AI for Efficiency and Insight:** Among the survey's findings, an impressive 74% of Millennials and 71% of Gen Z respondents reported willingness to adopt AI in the workplace. For legal firms, AI presents a dual advantage: increasing speed in case analysis, document review, and predictive analytics, while allowing young professionals to engage with forward-looking technology. By integrating AI tools, firms can demonstrate commitment to technological advancement, which resonates with tech-savvy employees and clients alike.
3. **Prioritise Client and Employee Experience with Technology:** Digital Pioneers place significant value on seamless digital interactions. This generation's propensity for self-service and efficient virtual engagement should inform how firms handle client communications, billing, and legal consultations. Digital client portals, AI-powered chatbots, and automated updates are no longer innovative extras but essential services that law firms should consider as core offerings.

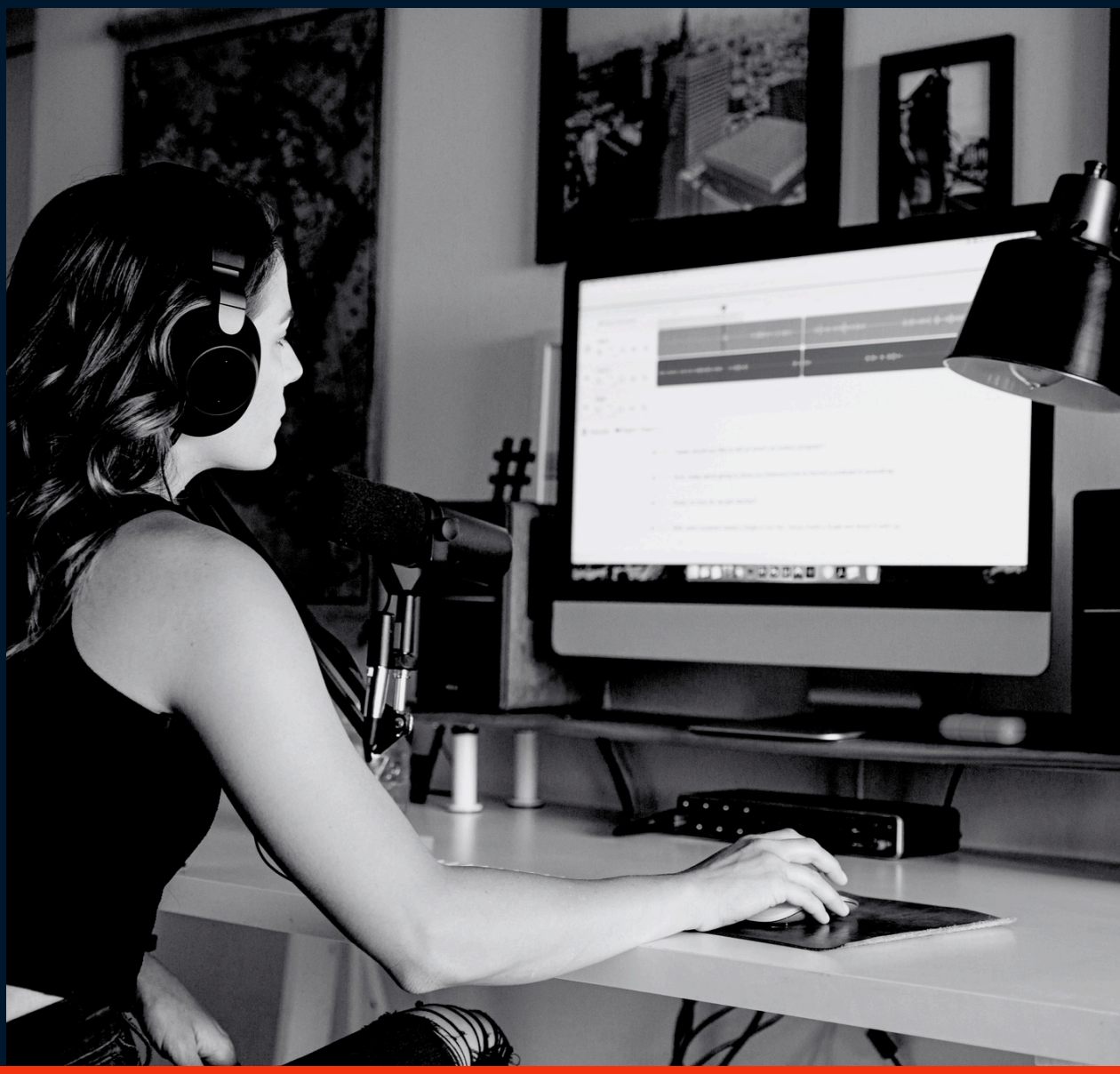
Adapting to the Future: A Strategic Imperative for Law Firms

For law firms, staying competitive in an era defined by digital expectations will require more than updating office software; it involves a comprehensive approach to technology as a business strategy. Millennials and Gen Z are not simply adapting to technology but demanding environments that embrace it. As these Digital Pioneers move into leadership roles, their tech-driven philosophies will continue to shape business standards, especially in sectors like law, where technology adoption has traditionally lagged.

Embracing these digital shifts is not only about maintaining relevance for clients and employees but about positioning the firm as an attractive employer and a forward-thinking practice. The ongoing transformation presents law firms with a unique opportunity to redefine their services, amplify operational efficiencies, and secure a generationally diverse workforce for the future.

So, how can a firm be better equipped to meet the needs of the next generation of clients and solicitors?

1. **Build a Digital-First Legal Practice:** Gen Z and Millennials seek



workplaces where technology is central to daily operations. Implementing secure, scalable digital infrastructure is critical to attracting top talent and modernising client services.

Adopt AI for Streamlined Workflows and Client Engagement: With Millennials and Gen Z open to AI integration, law firms can leverage it to improve accuracy and speed while enhancing employee experience and client satisfaction.

Focus on Enhanced Client Experience: Digital-savvy clients expect self-service options, virtual consultations, and seamless interactions, all of which are achievable through thoughtfully integrated technology.

As the legal industry encounters new generational expectations, firms willing to adapt will see tangible benefits in employee satisfaction, client loyalty, and competitive positioning.

Law firms that embrace the transformative power of technology can not only meet the expectations of Millennials and Gen Z but can also set a standard for modern legal practice.

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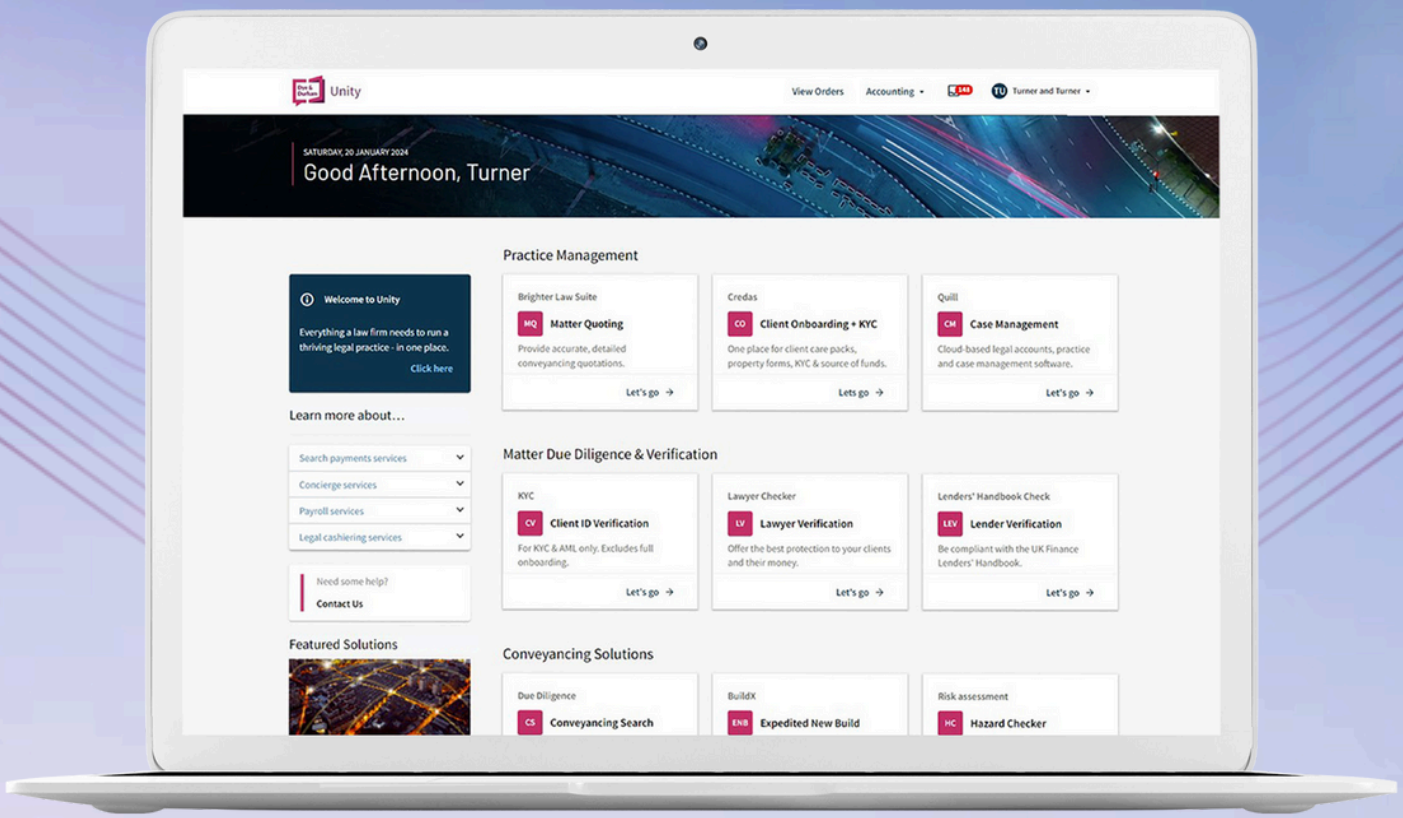

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Peter Ambrose, Director and CEO, The Partnership

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DATA AND TECHNOLOGY

We All Make Mistakes – It's Just How Many

Peter Ambrose explores the challenges of risk management in residential conveyancing, examining how firms can balance error prevention with commercial realities. Drawing on his experience as CEO of The Partnership and Legalito, he provides practical examples of process improvements and considers how technology, including AI, can help navigate an increasingly litigious landscape.

It is well known that residential conveyancing bears the highest risk of claims, which is why we remind our lawyers that our role is like doing an

exam in which you have to get 100% right.

However, it is neither possible nor commercially practicable for every lawyer to be 100% confident in the advice we give, so how we approach risk management in the increasingly litigious world, and whether it is practical to change our practices every time we have a narrow escape from a potential client claim, must be carefully considered.

The Harsh Reality of Insurance

I recently shocked my colleagues by telling them about a competitor who stated, "Who cares if we make a mistake, that's what insurance is for." My colleagues were adamant this would result in the firm not being able to obtain professional indemnity insurance.

Only they can and are still trading.

While those firms with less than impeccable claims records may pay a little more, it is the population of law firms that meet the overall cost of their negligence. It tends to only be small firms that are closing due to affordability rather than individual errors.

Pareto - The 80:20 Rule

We must first accept that the traditional approach of trying to control all the risks using current technology and processes is not suitable for the challenges of today's and tomorrow's conveyancing consumers.

The fundamental problem is that exceptions are the rule and irrespective of outcome, the client may take action against a firm which they must resist because the economics just do not stack up. Whether it's fighting negligence claims or lengthy discussions with the Ombudsman, clients know that settling out of court is cheaper for insurers, which encourages them to pursue seemingly frivolous cases.

We need to look at how much time, money, and inconvenience we cause not only our clients, but ourselves, when it comes to risk management. A strong argument can be made that we should apply the Pareto principle, where we accept that 20% of our cases will account for 80% of our costs.

For example, whenever we have a near-miss or a difficult complaint, we immediately update our Report on Title to take these into account and hopefully defend against a future issue. The process is not flawless, because although we use technology to include wording to protect against such issues, this does not stop them being inadvertently removed.

The challenge is balancing this with the commercial reality to deliver results.

There Is No Such Thing as Overkill

A common misconception we come across from lawyers is that there is no such thing as overkill, but given the current state of fees, commercial reality dictates that we have to make tough decisions. Here are some examples where we have made process changes in the last 12 months without affecting risk.

1 Multiple Exchange Authorities

Several years ago, we had a case where a client claimed they had not given authority to exchange, but we could not prove this. Our solution was to insist we spoke to clients on the telephone, and they also confirmed by a message on portal. We reviewed the process recently and given that we record our telephone calls, we asked why we were still asking clients to message us, adding days to the process and a lot of frustration.

We scrapped it immediately and eliminated delay for no additional risk.

2. Duplicating Work – Checklists and Tasks

Years ago, we introduced a completions team to reduce the risks involved in post-exchange. To make sure they carried out their roles, we automatically created seven tasks on exchange that they had to complete, in addition to their checklists.

We realised that as the tasks and checklists were carried out by the same people, this was an unnecessary duplication of effort and having a large number of tasks had a negative effect on morale.

We replaced seven tasks with one, which was "Process Completion" and saw an immediate improvement in quality and morale, with no additional risk.

3. Confirming the Title Plan

Finally, a current issue of ours arises when we are acting for a client buying a property. We always confirm with them that the title matches the extent of the property. We see this as a precaution against risk, ensuring we do not miss any element of the property in searches, for example:

We have now had two cases where this did not protect us; one where there was a rogue piece of land belonging to the property across the river that neither of us knew about and the other where the seller had falsely marked the extent of the property.

Both these cases cost money to be settled, so we are currently assessing the benefits of confirming the plan, versus the risk it causes – no decision has been made yet.

Does AI Have a Role to Play?

When we analyse the problems, we are trying to solve, if the same person is checking their own work, this does not effectively reduce risk. This is where we believe artificial intelligence (AI) has a critical role to play.
For example, someone might forget to update client data, resulting in paperwork being sent inadvertently to their old address and causing a data breach. Instead, a machine could check the documents, identify if a mortgage had been redeemed, and flag a potential data error to the user.

It is the end of a long day, and a lawyer is sending out paperwork to a client but is tired and forgets to check the attachments, accidentally sending another client's mortgage offer. AI could be

used to check the contents of the mortgage offer and flag to the lawyer that they are about to make a mistake.

Finally, a lawyer reporting to a client on a leasehold purchase might miss an S20 notice in the management pack. AI could check the wording of the report against the contents of the pack, flagging a potential issue.

Can We Compromise on Risk Management?

Some will argue strongly against the concept of weighing up the risks in each case, insisting that we apply the same level of due diligence to all cases, irrespective of content. However, despite our regulators requiring us to carry out risk assessments on cases - which we comply with - mistakes still occur.

We have to balance this generic risk management against the potential claims of clients, which requires compromise. Lawyers who want to reduce risk tolerance from 95% correct may be forced to accept a figure closer to 75% correct.

Whilst we may consider this unacceptable, with increasing case complexity and litigation, we may simply have no choice in the matter and must either accept the price of increased claims or seek out technology to help us address this.

Meet the editor

Peter Ambrose
Director and CEO

The Partnership

Peter Ambrose CEO of The Partnership, a company revolutionising the conveyancing process.

With legal–tech expertise, he has built a respected brand handling 3000+ cases annually, addressing fraud, communication, and industry challenges.

As a renowned thought leader, Peter writes for industry publications, speaks at conferences, and guides software development for exceptional service.

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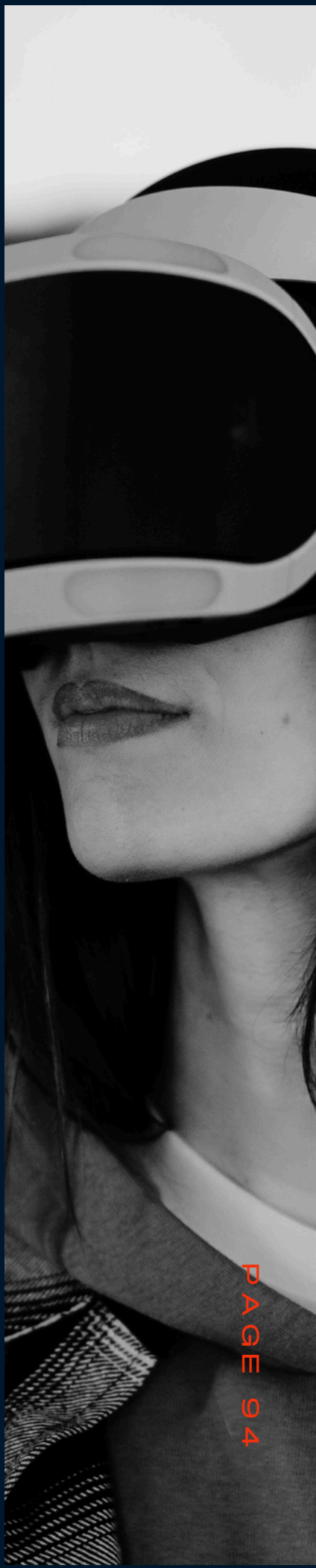

COMMERCIAL LEASES

PLUK

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How to do a Lease Renewal- Part 11

Michael Lever, The Rent Review Specialist

michaellever.co.uk

COMMERCIAL LEASES

"It should be easy to explain what happens on a lease renewal, but it's not." In this final instalment, Michael Lever, The Rent Review Specialist, unpacks the complexities of lease renewals, from legal nuances and statutory terms to shifting tenant preferences and market trends. He explores the impact of opting out of the LTA 1954 and offers insights into the challenges faced by landlords and tenants alike.

There are so many permutations that to avoid leaving anything out is challenging. The time it takes to explain is a good way to bore the listener or reader. And when that person is a client, how best to get a point across is a factor. For someone inexperienced to understand the difference between the contractual term and the statutory continuation of the tenancy takes a great deal of patience.

To begin with, the thought of going to court is, except for the keenly litigious, a deterrent. Invariably, in my experience, landlords do not make the first move. Tenants, also, are reluctant unless fed up with the pace of negotiations and the number of requests for extensions to the s25 or s26 notice end dates pile on the

pressure to get the landlord to concede. Where the tenant is, for example, a bank, a small investor does not stand a chance. In a renewal I dealt with recently, it took more than 5 years to reach agreement, with the interim rent refund wiping out almost the whole of the rent under the shorter-term renewal lease.

By the time this final part of the series is published, hopefully another client will have completed the sale of a property that has belonged to the same family since the 1950s, occupied to begin with by the family business until 1973 when it was let to a bank. I have acted for the family since 1994 when I took the rent review to an independent expert. Since then, including a supplementary lease extension to the contractual term and one renewal, for the rent to have kept pace with inflation, it should be more than 3 times higher. It's not; it's about 50% more, having remained unchanged at each 5-yearly review over 15 years and with a 5% increase in 2023.

The only saving grace is that, because the estimated market rent now is highly reversionary, the capital value of the freehold interest is enhanced. When a property is unmortgaged and its owners have no desire to sell, that the capital value might be unaffected is irrelevant in the context of wanting a higher rent.

Once upon a time when tenants had more confidence in their business model and therefore wanted a longer lease, the 15 years that a court is empowered to order was attractive. Nowadays, tenant preference (except in the hospitality and leisure sectors) for a short-term lease and a break right, 15 years is almost a rarity. It is perhaps understandable that tenants whose covenants improve the capital value of the investment should want something in return for their commitment, but the appeal is cancelled by the standard ploy to bluff not exercising the break right in exchange for nil increase at rent review and/or wanting a 3–6-month rent-free period. As for a rent-free period on renewal, that too, despite, case law, is met with aghast.

Long ago, an under-lease would have been inside LTA54. Nowadays, under-leases generally are outside LTA54. This clever way of converting an occupancy with renewal rights into having no legal right to remain in occupation on expiry of the under-contractual term has encouraged legions of landlords to let outside the Act to begin with. So, while in the past, a rent review in a lease outside the Act could have justified a discount on the market rent, nowadays, depending upon the duration of the residue of the term, that is less likely. So enthusiastic have some investors become at the prospect of being in control that increasingly I am finding, when acting for tenants, the s25 notice seriously proposing the renewal lease be outside the Act.

In the shop property market, the gap between prime trading positions and the lesser has widened. Not only the positions in the towns, but also the towns themselves. The number of towns, including smaller cities, whose 'high streets' have, in my opinion, gone ex-growth is increasing. The fault, if it is, is caused by improved communications and channels for business, of which the most obvious is a return of mail order in the guise of a transactional website. In the office market, the pandemic that gripped the nation has not let go of the feeling among many that working from home is better than rush-hour travel to and from an office building. Demand for prime A-grade office buildings highlights, in my view, a realisation that to rise above it all, one needs the best.

As for the industrial sector, except perhaps an over-supply of trade counters, rents for impressive EPC-rated premises have, since pre covid-levels, hardened or risen since.

In wishing you an enjoyable Christmas and Healthy and Happy New Year, I hope you have enjoyed reading about how to do a lease renewal. For 2025, I shall be writing a monthly series about presenting your case for rent review to someone with no vested interest in the outcome, commonly known as dispute resolution.

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IQ Legal Training offer relevant and engaging training for legal professionals, estate agents and law students via the following methods:

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RECRUITMENT AND TRAINING

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Claire Louise Clarke, Director, and Lisa Edwards, Director, The Clarke Edwards Partnership

www.thecepartnership.co.uk

RECRUITMENT AND TRAINING

A Look Back at 2024 and Making Plans for 2025

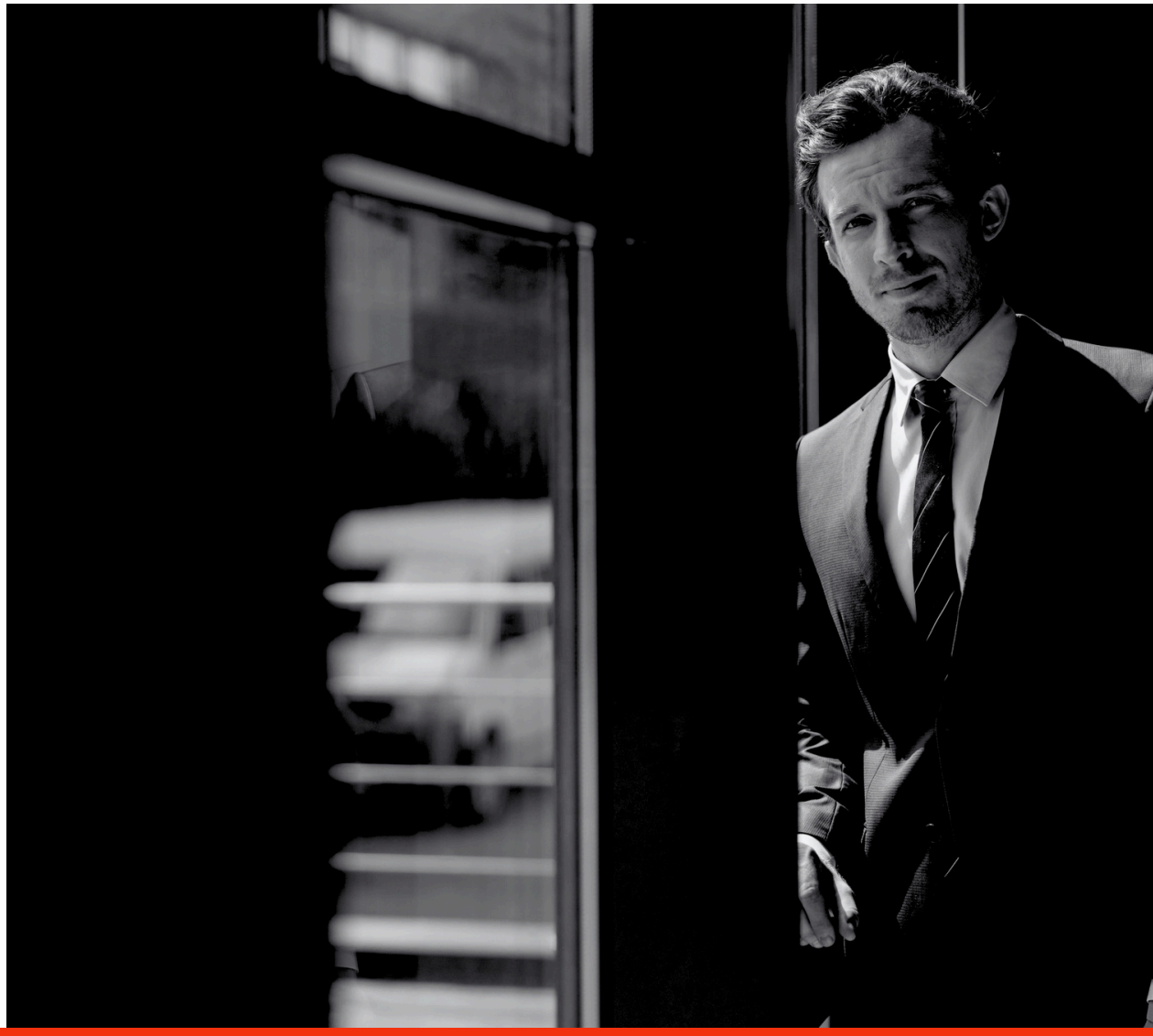
The Clarke Edwards Partnership is a specialist legal recruitment company actively working with legal candidates and clients across the UK. After a busy and successful 2024, we are pleased to report that over 50% of our placements this year have been within the property legal arena.

The legal recruitment market remains highly candidate-driven, with firms reporting growth in their property teams. They started and ended the year actively

looking to recruit into their agricultural property law, residential property, commercial property law, real estate, and real estate finance teams. We have also seen an increase in demand for non-contentious and contentious construction lawyers, planning lawyers and a very high demand for those with property litigation experience.

As we head towards the festive season, many firms are focusing on their recruitment strategies for 2025, and this part of the year is extremely busy for us while we meet with clients and gather the opportunities set to come to the market in the New Year. It is also a busy time for talking with new candidates considering the year ahead whilst away from the office.

The team at The Clarke Edwards Partnership are offering candidate appointments over the festive break and if you would like to arrange a confidential, no obligation discussion on your own requirements you can reach out to Claire or Lisa to arrange a date and time that suits. We recognise that outside of working hours is often the best time to plan your career and we would be delighted to discuss with you how we can help. With backgrounds in private practice both Lisa and Claire can talk you through the roles that meet your requirements and



guide you through the firms, their cultures, their working environments, working patterns, future plans and the renumeration packages available.

If you are considering a career move at some point in the New Year, you can visit the website and in just a few clicks register to hear about new and exciting opportunities that meet your requirements, as they come to market. Please head to The Clarke Edwards Partnership vacancies page and click '**Tell us about your ideal role'** www.theCEpartnership.co.uk.

The Clarke Edwards Partnership would like to take this opportunity to thank the Property Law UK team for their support and partnership over 2024, and to wish all staff and readers a very merry festive season. If you are planning your next career move in the New Year, you can take a look at the latest vacancies overleaf.

See you in 2025!

Claire & Lisa

Vacancies

Discover an outstanding selection of new property legal roles at The Clarke Edwards Partnership.

These carefully curated opportunities cater to professionals of all levels seeking to advance their careers.

Dive in now to explore positions that promise growth, variety, and rewarding challenges.

Commercial Property & Agricultural Property Lawyer: Norfolk

This highly regarded firm have an opening for a commercial property specialist to work on a varied caseload, where the successful candidate will provide advice and support to the firm's agricultural clients too. This opportunity is offered on a full or part time basis and applications are invited from all levels of fee earners. Those seeking a more senior role with a route to management level would find this here. (PLUK107)

Commercial/Projects Lawyer: National firm/choice of office locations

This is a unique and interesting opportunity for a commercial/projects lawyer with experience of working on procurement of student accommodation to join a leading national firm, who is able to offer a choice of office locations for the right, and ambitious individual, and the opportunity to work for an impressive base of university clients. (PLUK108)

Property Litigation, Midlands

This firm is seeking an ambitious, driven and determined property litigator to join their highly successful/market leading firm. Applications are invited from fee earners of all levels from NQ plus and the minimum requirement for this role is one full seat in property litigation. Clear progression and continued professional development available with this role and firm. (PLUK109)

Real Estate and Land Rights Lawyer, National

This is a fantastic opportunity for a real estate lawyer to advise and act on land rights for a specialist utilities team supporting nationwide utilities clients, with a choice of office locations available. Forward thinking and flexible firm with a large national presence. (PLUK110)

Senior Residential Property Lawyer: Norfolk

An opportunity for an experienced and senior property lawyer to join an impressive regional firm navigating their way through a successful growth plan. This is an exciting opportunity for someone looking to join an impressive and enthusiastic team who enjoy high quality work and long-standing client relationships. This opportunity is also open to an individual and/or their support team. (PLUK111)

Commercial Property Paralegal: Norfolk

A fantastic opportunity for applicants with commercial property law experience to support a busy and highly regarded fee earner at this firms' head office. The role would suit an individual seeking continued professional development and support and encouragement from this knowledgeable team will likely lead to future qualification. (PLUK112)

Agricultural Property Lawyer: Suffolk

This forward-thinking firm is known for progressing their staff from within and an associate/senior associate lawyer is sought for this highly regarded team. The firm and department offer a clear pathway to career progression. Flexible working is available, and the successful applicant will join a longstanding team of paralegals and support staff. (PLUK113)

Planning Lawyer, Suffolk

Due to continued growth this department are looking to add further fee earners to the firms' planning law team. The successful candidate will provide planning advice and support to a large client base and work closely with the property teams at this office, and other offices too. (PLUK114)

Real Estate Professional Support Lawyer, choice of locations across the UK

This interesting role would suit a highly knowledgeable real estate lawyer looking for a legal role with a difference. This highly regarded and impressive firm has a growing national presence and is looking for an individual to join the PSL team to solely support the 150 strong department of real estate experts. £Attractive salary. (PLUK115)

Real Estate Investment/Property Management, Northwest

This leading firm are looking for a real estate investment and property management lawyer to act for a wide range of investor, landlord and occupier clients. The team undertakes a wide range of commercial real estate work including acquisitions and disposals, estate management, corporate support and telecoms work and is seeking applications from lawyers of all levels. (PLUK116)

Property Litigation, Suffolk

A residential and commercial property litigator is sought for a growing firm with an impressive reputation. This large team enjoys a real work life balance, high quality work and a close knit and supportive working environment. This role would suit junior lawyers looking to join a large and successful team. (PLUK117)

Senior Commercial Property Lawyer: Norfolk

An exciting opportunity for those with mentoring and team management experience to join a growing firm implementing their successful growth plans. Excellent location, parking available and flexible working on offer. Clear pathway to career development. This opportunity is open to both an individual lawyer and/or a small team. Vacancy coming to market in early 2025. (PLUK118)

Senior Real Estate Lawyer, Northwest

A Real Estate Lawyer with mentoring experience is required to take over a busy caseload of land acquisition, property investment acquisitions and disposals, and to act and advise landlords and tenants on business leases. This firm has an impressive client base covering the retail leisure and healthcare industries. (PLUK119)

Ref: PLUK120 Commercial Property Lawyers, Senior Level, team mentoring role, Cambridgeshire

Ref: PLUK121 Construction Lawyers, contentious and non-contentions roles available, Cambridgeshire

Ref: PLUK122 Residential and/or Commercial Property Lawyer, Director/Shareholder, Cambridgeshire

Ref: PLUK123 Commercial Property Lawyer, junior-mid level fee earner sought for a busy team, Essex

Ref: PLUK124 Residential Property Lawyer, excellent salary, lucrative bonus scheme, Essex

Ref: PLUK125 Commercial Property, mid-senior level, clear pathway to partnership and HOD, Essex

Ref: PLUK126 Agricultural Lawyer, focus on agricultural property matters, East Midlands

Ref: PLUK127 Commercial Property Lawyer, junior/mid-level to assist a leading team, East Midlands

Ref: PLUK128 Residential Conveyancer, to assist a busy and organised team, East Midlands

Ref: PLUK129 Residential Property Lawyer, opportunity to head up a small team, London

Ref: PLUK130 Residential Property Paralegal, new build/development experience, London

Ref: PLUK131 Commercial Property Lawyer, senior associate, including corporate transactions, London

Ref: PLUK132 Construction Lawyer, non-contentious transactional caseload, London

Ref: PLUK133 Planning Lawyer, junior/mid-level, forward thinking and growing team, Northwest

Ref: PLUK134 Construction Lawyers, contentious & non-contentious, leading regional firm, Northwest

Ref: PLUK135 Real Estate Finance Lawyer, junior level, excellent firm, city centre location, Northwest

Ref: PLUK136 Agricultural Property Lawyer, any level, hybrid working, Norfolk

Ref: PLUK137 Residential Property Team Leader Role, rapidly growing firm, Norfolk

Ref: PLUK138 Residential & Commercial Property Lawyer mixed caseload, Coastal Location

Ref: PLUK139 Residential Conveyancers, various roles and various firms, Norfolk

Ref: PLUK140 Commercial Property Lawyer, Senior/Director, long standing support in place, Norfolk

Ref: PLUK141 Real Estate Lawyer, Partner/Director Level sought for a highly regarded firm, Southwest

Ref: PLUK142 Professional Support Lawyer sought for a highly regarded Real Estate team, Southwest

Ref: PLUK143 Construction Partner/Director level role within an impressive firm and team, Southwest

Ref: PLUK144 Projects Lawyer, property procurement role acting for university clients, Southwest

To discuss your career and current options in confidence, please contact the team at The Clarke Edwards Partnership on 01603 937080.

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Ground-Breaking Collaboration Tackles Issue of Restrictions

Joe Douglass,
HM Land Registry
Customer
Training Team

gov.uk/government/organisations/land-registry

RECRUITMENT AND TRAINING

Joe Douglass discusses HM Land Registry's collaboration with IQ Legal Training to reduce requisitions caused by restrictions, offering guidance, tips, and training to help conveyancers submit accurate applications.

On 5 December, the Customer Training Team from HM Land Registry (HMLR) featured as guests on IQ Legal Training's restrictions webinar.

As a team, we're focused on working together to help conveyancers submit correct and complete applications that make registration faster and easier. This was a great opportunity to support conveyancers in navigating the intricacies of dealing with restrictions from HMLR's perspective.

Restrictions are the number one cause of HMLR requisitions. In the past 12 months, HMLR raised more than 200,000 requisitions on restriction points.

It's widely recognised that requisitions take up your time and ours, clog up our respective systems and lead to delays in processing applications. Ultimately, they negatively affect our service to you and

your service to your clients. We are intent on reducing the number of requisitions we send – along with greater consistency in raising them.

During the webinar, IQ Legal Training's founder, Ian Quayle, gave an extensive insight into the key case law surrounding restrictions, while HMLR's trainers provided essential guidance on compliance, making the correct application in each case and how to deal with problematic restrictions.

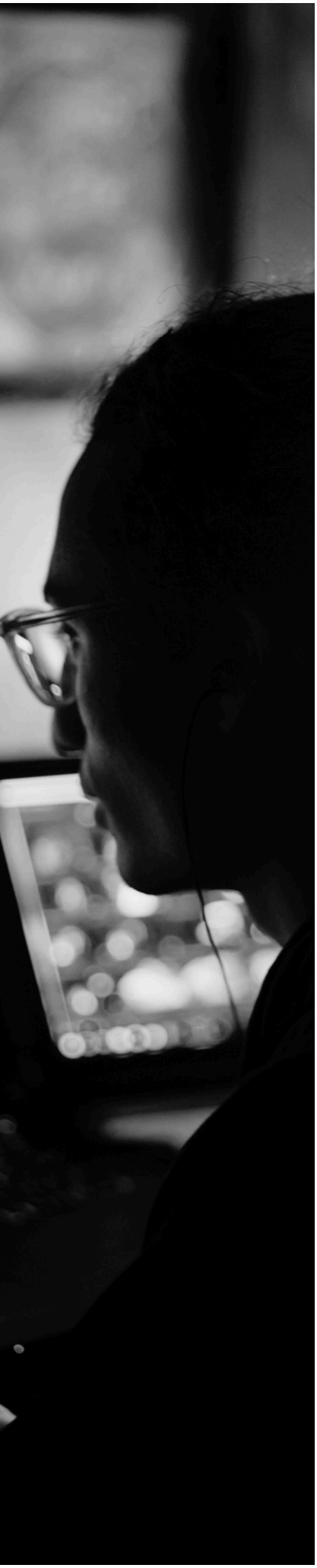
We followed this up with a question-and-answer session, where attendees had time to pose queries to Ian, the Customer Training team and two senior HMLR caseworkers.

With over 300 attendees, and resoundingly positive feedback the webinar proved a huge success. There is clearly appetite for further training events of this kind, so watch this space, as we intend to speak at a number of IQ Legal webinars in the new year. If you want to be the first to know about our next workshop, join our mailing list. They do fill up very quickly, so don't miss out!

For anyone who could not attend the webinar, we'd like to share some top tips to help ensure your applications are complete and correct when it comes to dealing with restrictions. Here goes:

Restriction Top Tips

- Be clear about which types of disposition a restriction catches;
- Use a standard form of restriction wherever possible. They are worded in a clear manner so anyone who inspects the register can determine



whether an application will be caught by the terms of the restriction, and they do cover most situations;

- Apply for a standard form of restriction using one of our prescribed forms (transfer, assent, charge), LR13 of a prescribed clause lease or Form RX1;

- If you do apply for a non-standard restriction, you must always use form RX1 and pay the additional fee(s), charged per restriction and per title;

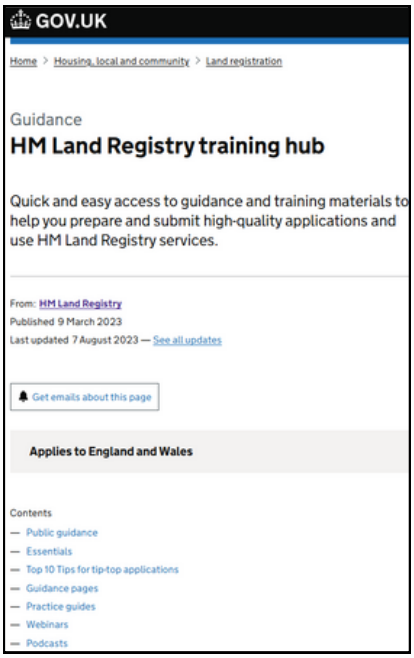
- Read the wording of a restriction carefully to check if it catches your disposition, and provide us with the right evidence from the correct party;

- Consider using Form RXC for restriction compliance. The form will help you provide consents or certificates that meet HM Land Registry requirements at the first time of asking;

- Make sure you complete panel 10 of form TR1, or similar panels on other forms to avoid unnecessary work. If this is blank or unclear we will enter a Form A restriction by default which may not actually be required; and

- See Practice Guide 19 and 19a for comprehensive information on restrictions.

You can find specific standard form restriction wording in Appendix B to Practice Guide 19.



Aside from our guidance on restrictions we have created a range of training materials to help you use HM Land Registry services and submit complete and correct applications.

All of these are free and can be accessed via our Training hub on GOV.UK. Use the link below to access the Training hub or simply search online for 'land registry training' and ensure you select the GOV.UK link.

HM Land Registry training hub - GOV.UK

The hub provides links to all of our training materials, including topic-specific guidance pages, webinars, videos, podcasts, flowcharts and checklists.

New to conveyancing or in need of a refresher? Our self-service training package HM Land Registry Essentials will help you with the basics, accessible from the training hub.

And finally, we all know the frustration of requisitions and the benefits of correct and complete applications, which lead to faster, smoother applications. With free support from HMLR in live events and the training hub, why not sign up to our mailing list and enjoy the benefits of working together to save everyone time and money.

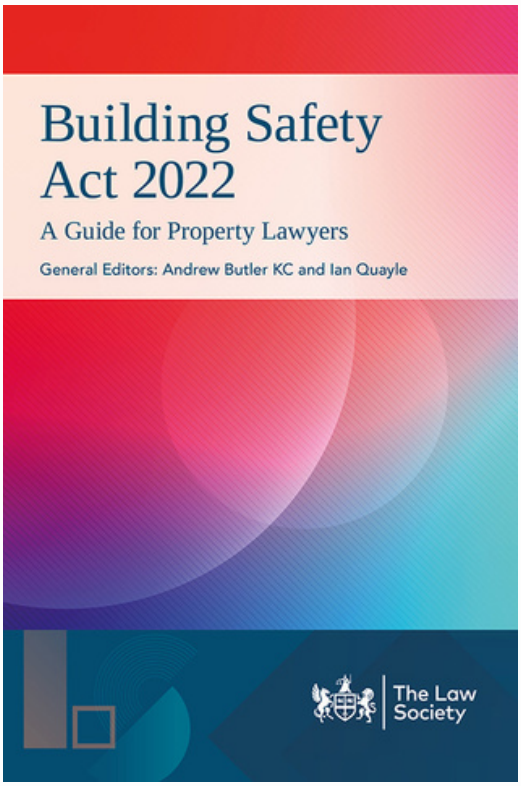
PUBLICATIONS

PLUK

Publications

The latest releases from The Law Society.

Featured Publication



Building Safety Act 2022 - A guide for property lawyers, 1st edition. General Editors: Andrew Butler KC, Barrister at Tanfield Chambers, and Ian Quayle, CEO, IQ Legal Training and Managing Editor, Property Law UK.

The Building Safety Act 2022 is an important and complex new piece of legislation which is causing confusion for conveyancers and other property professionals. Written by a team of practising barristers from Tanfield Chambers specialising in residential and commercial property work, this book provides a practical guide to the Act and focuses on key issues for property lawyers.

Containing two chapters written by qualified conveyancer and well-known legal trainer Ian Quayle, it covers all aspects of the Act, with a particular focus on the implications for purchasers, leaseholders, landlords and managing agents, tenants, property developers, and those advising them. It takes a practical, straightforward approach to explaining the complex issues arising from the Act.

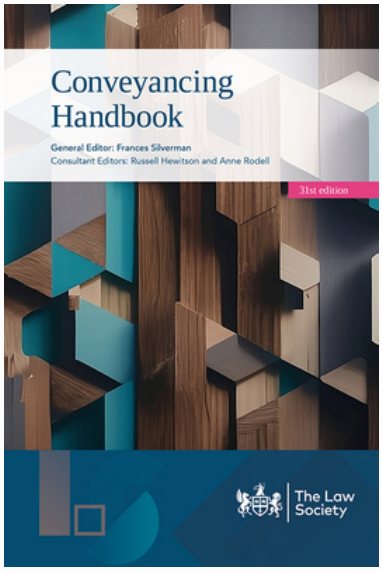
The title is available for purchase here, or on EPUB here.

Post-completion - A Conveyancer's Guide to Process, Risk and Compliance, 1st edition, Priscilla Sinder and Fiona du Feu.

This unique book focuses on current risk and compliance issues in post-completion conveyancing. It will help property practitioners to meet their obligations and avoid costly mistakes in this critical area.

Written by compliance and post-completion experts, it explores crucial questions around how post-completion can be safely delegated; how regulatory requirements are met; what competent post-completion work and good client care look like; and how technology can support seamless conveyancing now, and in the future.

This title is available for purchase here.



Conveyancing Handbook, 31st edition, General Editor: Frances Silverman. Consultant Editors: Russell Hewitson and Anne Rodell.

The Conveyancing Handbook has been a trusted first port of call for thousands of practitioners for over 31 years. It takes the reader step by step through transactions so nothing is overlooked.

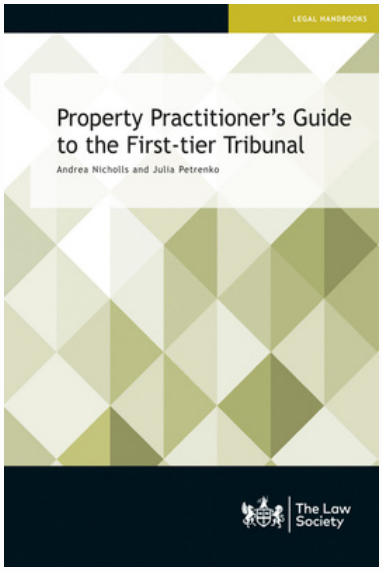
This year's edition has been extensively updated to include the most recent guidance on good practice in residential conveyancing and is a crucial resource for answering queries arising from day-to-day property transactions.

Order your copy here.

Property Development, 4th edition

This new edition explains all the issues arising from property development work and will guide lawyers, developers and landowners through the many pitfalls commonly encountered in practice. Author: Gavin Le Chat.

This title is available for purchase online here.



Property Practitioner's Guide to the First-tier Tribunal, 1st edition

This book is a concise and practical guide to the procedural rules that apply to cases in the Property Chamber of the First-tier Tribunal. Authors: Andrea Nicholls and Julia Petrenko.

This title is available for purchase online here.

INDUSTRY EVENTS

WEBINAR

COMMONHOLD FOR CONVEYANCERS

Ian Quayle
CEO Of IQ Legal Training

Start Date
13 January, 2025

Time
11:15am - 12:15pm

Cost
£150.00 Plus VAT, Per Person

Email Us
info@iqlegaltraining.com

More Info
www.iqlegaltraining.com

WEBINAR

PROPERTY CONVEYANCING CONSULTANCY LTD

ELECTRONIC SIGNATURES: HM LAND REGISTRY REQUIREMENTS

Maria Hardy
Company Trainer of PCC

Ian Quayle
CEO of IQ Legal Traning

Date
25 February 2025

Time
9:30am - 10:30am

Cost
£40.00 Plus VAT, Per Person

Email Us
info@iqlegaltraining.com

More Info
www.iqlegaltraining.com

Industry Event Calendar

13 Jan, 11:15 am

20 Jan, 11.15 am,

27 Jan, 11.15 am

COMMONHOLD FOR CONVEYANCERS

Host: Ian Quayle, IQ Legal Training & Property Law UK
About: In this series of three 60-minute webinars, Ian introduces the concept of commonhold, guide practitioners through the documentation they're likely to encounter and examine how the reintroduction of commonhold will impact the conveyancing process.
Cost: £150.00 per person. Book online here.

21st Jan 2025 11 am - 12 pm

LOCAL LAND CHARGES, ENQUIRIES OF THE LOCAL AUTHORITY

Host: Today's Media
About: This webinar highlights the importance of local land charge searches and authority enquiries, covering search types, reporting to clients, and avoiding common pitfalls.
Where: Online
Cost: £55 per person, book here.

21st Jan 2025 12.30 - 1.30 pm

LOCAL AUTHORITY LAWYER FORUM 2025 – JANUARY

Host: IQ Legal Training
About: Join Ian Quayle and guests for this FREE 60-minute Local Authority Forum to share best practices, case law insights, and ideas.
Where: Online
Cost: Free pre-registration required here.

Industry Event Calendar

22nd Jan 2025
10 am - 11 am

RESIDENTIAL CONVEYANCING FOR SUPPORT STAFF

Host: Redbrick Solutions and Conveyancing Data Services
About: IQ Legal Training Webinar, Building Regulations and Planning – Changes and the Traps
Where: Online
Cost: Free pre-registration required here.

23rd Jan 2025
2 pm - 3 pm

BUILDING SAFETY ACT MONTHLY FORUM WITH IAN QUAYLE

Host: Move Reports
About: Your chance to ask questions to the leading authority on all things Building Safety Act 2022 to Ian Quayle.
Where: Online
Cost: Free pre-registration required here.

25th Feb
9.30 am - 10.30 am

ELECTRONIC SIGNATURES: HM LAND REGISTRY'S REQUIREMENTS

Host: Ian Quayle of IQ Legal Training and Maria Hardy of Property Conveyancing Consultancy
About: Ian Quayle and Maria Hardy discuss the guidance provided by HM Land Registry in practice guide 82, involving electronic signatures.
Cost: £40 per person, book here.

Industry Event Calendar

29th Jan 2025 12.30 - 1.30 pm

COMMERCIAL PROPERTY FORUM 2025 – JANUARY

Host: IQ Legal Training
About: Join Ian Quayle and guests for a 60-minute Commercial Property Forum to share best practices, case law insights, and ideas.
Where: Online
Cost: Free pre-registration required here.

30th Jan - 28th April 2025 11 am - 12 pm weekly

RESIDENTIAL CONVEYANCING FOR SUPPORT STAFF

Host: Today's Media
About: From the experts IQ Legal Training and kindly sponsored by InfoTrack, this extremely popular course explores the conveyancing process from start to finish looking at procedure and the law.
Where: Online
Cost: £399 per person, book here.

04 Feb, 10 am 11 am

THE REGISTRATION GAP IN RESIDENTIAL CONVEYANCING

Host: Russell Hewitson
About: Join this 60-minute webinar as he discusses the registration gap in residential conveyancing.
Where: Online
Cost: Free pre-registration required here.

Industry Event Calendar

18th Feb 2025
11 am - 12 pm

LAND REGISTRATION ISSUES FOR RESIDENTIAL CONVEYANCERS

Host: Today's Media
About: IQ Legal Training and Today's Training present this latest webinar on land registration issues for conveyancers.
Where: Online
Cost: £55 per person, book here.

CONTACT US

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