



A guide to our

Residential Conveyancing

Buying and selling leasehold and
freehold homes in England and Wales

Conveyancing, by leasehold specialists

We act on the sale and purchase of houses and flats, freehold and leasehold, in a chain or chain-free. Most transactions are straightforward; the skill is in finding out early which ones are not.

The legal work is much the same whatever the property: establish what is being bought or sold, find out what is wrong with it, explain it plainly, and complete on the agreed date. What varies is where the problems hide and how quickly they come to light — and a problem found in week one is a negotiation, while the same problem found in week eight is a collapsed chain.

So we order the searches, the management pack and any redemption figure at the outset rather than in sequence, read the title and the lease properly on the first day, and tell you what is actually holding a transaction up — including when it is us.

THE ESSENTIALS

8–12

weeks

a realistic timetable for a straightforward transaction, chain permitting

90 years

the lease length below which lenders become cautious and buyers start to hesitate

80 years

the separate threshold below which the cost of extending a lease rises sharply

LPE1

the management pack that most often sets the pace of a leasehold sale

Day one

when we order the pack, the searches and any redemption figure

One

contact

a named person who knows your file, from instruction through to completion

We act for buyers and sellers of residential property in England and Wales, freehold and leasehold, and on related sales and purchases together.

Selling your home

A sale is largely an exercise in producing information promptly. The transactions that complete quickly are the ones where the paperwork was gathered before a buyer was found.

01

Instruction, identity and the title

WEEK ONE

We take your instructions, complete identity and source of funds checks, obtain the title from HM Land Registry and — for a leasehold property — the lease and any deeds of variation, licences and consents.

At the same time we ask your lender for a redemption figure if there is a mortgage, and we order the management pack if the property is leasehold. That pack is almost always the long pole in the tent.

02

The contract pack

WEEKS ONE TO THREE

The protocol forms you complete about the property, the title, the lease and the management pack, sent to the buyer's solicitor as a single package. A complete pack at the outset prevents most of the enquiries that would otherwise arrive in week six.

03

Enquiries, then exchange

WEEKS THREE TO EIGHT

We answer the buyer's enquiries, resolve anything the pack has thrown up, and agree the completion date. On exchange the deal becomes binding and the date is fixed.

04

Completion and afterwards

ON THE DAY, AND SHORTLY AFTER

We receive the money, redeem your mortgage, account to you for the balance, and deal with the apportionments. For a leasehold property we serve notice of the assignment on the landlord and hand over the share certificate where there is one.

Buying your home

A purchase is an exercise in finding out what you are actually buying, and in the right order — so that money is spent on searches only once the fundamentals are sound.

01

Instruction, funds and first review

WEEK ONE

Identity and source of funds checks, then a first look at the contract pack. For a leasehold property we read the lease and the management pack before anything else: unexpired term, ground rent, service charge, consents and any building safety information.

If there is a fundamental problem — a lease too short for your lender, an absent freeholder, undocumented alterations — you should know in the first week, not the sixth.

02

Searches and enquiries

WEEKS TWO TO FIVE

Local authority, drainage, environmental and any location-specific searches, together with enquiries of the seller's solicitor and, on a flat, of the landlord or managing agent.

03

Report and exchange

WEEKS FIVE TO EIGHT

We report to you in writing on the title, the lease, the searches and the replies, and explain anything needing a decision. Once you are satisfied and the finance is in place, we exchange and pay the deposit.

04

Completion, tax and registration

ON THE DAY, AND AFTER

We complete, submit the stamp duty land tax return, register you at HM Land Registry and serve notice of the assignment and any charge on the landlord.

TWO THINGS THAT ARE NOT OUR JOB, AND MATTER ANYWAY

A survey. We report on the legal title, not the condition of the building — and on a flat, a survey and the service charge history together tell you more about your future costs than either alone. Your mortgage advice is likewise for your broker; we deal with the lender's legal requirements and will set out the legal position where the two interact.

What makes leasehold different

A freehold purchase is largely about the title and the searches. A leasehold purchase adds a lease, a landlord, a management company, a service charge and — increasingly — a building safety position.

What we look at, and why

- **The unexpired term.** Two thresholds matter, and they are different. Lenders become cautious and buyers hesitate well before ninety years unexpired; separately, once a lease falls below eighty years the cost of extending rises sharply because marriage value becomes payable. Both are matters for the price you pay now.
- **The ground rent.** What is payable and whether it escalates. Many lenders decline leases with rents that double at intervals, and the problem is usually discovered by the lender rather than the buyer.
- **The service charge.** Three years of accounts, the current budget, the reserve fund, arrears, and — most importantly — whether major works are planned. A section 20 consultation notice in the pack changes the arithmetic of a purchase.
- **Consents.** Whether alterations were carried out with permission, and whether the paperwork exists. This is the single most common defect we find, and it is usually a predecessor's doing.
- **Building safety.** For taller buildings, the remediation position, any certificates, and whether the lease qualifies for the leaseholder protections. A lender will want clear answers.
- **Share of freehold.** Whether a share or membership passes with the flat, and whether the seller actually holds it — surprisingly often, they do not.

WHERE A LEASE IS DEFECTIVE

Service charge percentages that do not total 100%, no obligation on anyone to repair part of the building, missing rights, or a landlord that cannot be found. Each is dealt with in its own guide in this series, and each is capable of being resolved — but the time to identify it is before exchange, not after.

Questions we ask that are often not asked

- Has a section 20 consultation notice been served, or is one expected? A planned roof or cladding programme is the difference between a modest service charge and a five-figure demand.
- Does the seller actually hold the share or membership the lease says goes with the flat?
- Were the alterations consented to, and does the licence exist in writing?
- Who is the landlord today, and has anybody heard from them recently?

Houses, estates and new build

Freehold is simpler, but it is not always simple. The modern managed estate has borrowed a good deal from leasehold, and not always the best parts.

On a freehold house

- Boundaries, rights of way, shared drives and drainage, and whether what is on the ground matches what is on the plan.
- Restrictive covenants, and whether past works breached them — occasionally a matter for indemnity insurance.
- Planning permissions and building regulation certificates for anything the seller or a predecessor has built.

On a managed estate

- Estate rentcharges and the management company, with its own enquiries form, accounts and consents.
- A deed of covenant, frequently required from the buyer, and a certificate before you can be registered.
- What the estate charge covers, how it is set, and whether the roads and open spaces have been adopted or never will be.

NEW BUILD

New build purchases run to the developer's timetable rather than yours, with reservation fees, notice to complete provisions and long-stop dates. They also frequently involve a lease of a flat in a building that is not finished, and management arrangements that do not yet exist. They repay careful reading rather than speed.

Searches, and what they do not tell you

Searches answer specific questions from specific registers: planning history, road adoption, drainage, contaminated land, flood risk and whatever the location requires. They are reliable on what they cover and silent on everything else.

They will not tell you whether the neighbour's extension was built properly, whether the boundary fence is in the right place, or whether the estate charge is about to rise. Those come from the seller's replies, the plan, the accounts and, where it matters, a surveyor.

Extending, and selling or buying

Where a lease is short, the sequencing decision matters more than anything else in the transaction — and it is the point at which our enfranchisement practice earns its place on a conveyancing file.

We have spent decades on the leasehold end of this work. Some conveyancing clients instruct us alongside a lease extension; most do not, and most transactions have nothing to do with enfranchisement. But where a lease is short, a landlord is absent or a service charge does not add up, the problem can usually be dealt with here rather than referred out.

The approach	How it works	When it suits
Extend, then market	The extension completes before the property goes on the market	Where there is time. The cleanest option, and usually the best price
Extend during the sale	The claim runs alongside the sale and completes first	Where a buyer is found but will not proceed on a short lease
Assign the claim	The seller's notice, and its benefit, transfer to the buyer	Where the sale cannot wait for the claim to finish
Buyer extends afterwards	The buyer completes, then serves their own notice	Increasingly the default, and often the simplest

Why the last option has become the usual one

Until January 2025 a buyer had to own the flat for two years before serving a notice, which is why claims were so often assigned. That requirement has been abolished: a buyer can now serve notice as soon as they are registered as proprietor, so waiting is no longer the obstacle it was.

The practical consequence is that a price adjustment plus a fresh claim after completion is frequently cleaner than an assignment, and buyers increasingly prefer it.

IF THE LEASE IS SHORT AND THE BUYER IS NERVOUS

Three levers: extend before completion, assign the claim, or adjust the price so the buyer extends afterwards. The third is now the most straightforward, and the sum should be the statutory premium plus costs rather than a figure plucked from the air. Watch the eighty-year line throughout: a lease that crosses it during a slow transaction becomes materially more expensive to extend.

Deeds of assignment

We prepare these where they are needed, and we are candid about the fact that they are needed less often than they were — and that buyers are frequently, and reasonably, wary of them.

How it must be done

Where a section 42 notice has been served, the benefit of it can pass to a buyer. But it is assignable only with the lease of the entire flat, and never separately from it. If the lease is transferred without the benefit of the notice, the notice is deemed withdrawn as at the date of the assignment.

The assignment must therefore be contemporaneous with the transfer, whether in the transfer itself or in a document executed at the same time. Where the paperwork is not right it is the landlord who will take the point — and a landlord who spots it has every reason to, because the claim then falls away and cannot be brought again for twelve months.

This is a piece of drafting where being nearly right is not enough. A claim that has taken months to advance, and on which a deposit and costs have been incurred, can be extinguished by a transfer that failed to deal with it. It is one of the reasons we prefer to handle both the extension and the conveyancing rather than have them run in separate hands.

What a buyer takes on

- An unresolved premium, and a negotiation they did not begin. The figure is not fixed until it is agreed or determined.
- Liability for the landlord's recoverable costs, and the statutory timetable as it already stands — including deadlines that may be close.
- The consequences if it fails: the landlord's costs, and no fresh claim for twelve months.

AND WHAT A BUYER MAY GAIN

The valuation date is fixed by the original notice, not by completion. Where the lease has since fallen below eighty years, or values have moved, that earlier date can be worth a great deal — occasionally more than the whole premium in dispute. An assignment is not simply a risk to be avoided; it is a calculation, and we will do it for you either way.

What actually causes delay

Eight to twelve weeks is a fair expectation for a straightforward transaction. Very little of the variation comes from the legal work; almost all of it comes from four or five predictable places.

01

The management pack

On a leasehold sale, nothing much can happen until the landlord or managing agent produces it. Some come back in a week; some take two months. We order it on day one, and chase it, because it is the commonest single cause of a slow leasehold sale.

02

The lender

A valuation appointment, an offer, and then the lender's own requirements. On a purchase this is frequently the item that fixes the exchange date, and it is largely outside anybody's control.

03

The chain

A transaction moves at the speed of its slowest link. Where you are in a chain we exchange simultaneously, which means waiting for everybody. Being chain-free is a genuine advantage and worth saying so in negotiations.

04

What the papers reveal

Undocumented alterations, an absent freeholder, a defective lease, arrears, or a building safety position nobody has addressed. These are the delays worth accepting, because the alternative is buying the problem.

HOW WE TRY TO SHORTEN IT

We order the management pack, the redemption figure and the searches at the outset rather than in sequence. We raise the leasehold enquiries that matter early, because they take longest to answer. And where we act on a related sale and purchase we run them together, which removes a good deal of the back-and-forth between two firms.

What to expect from us

Conveyancing has a poor reputation for communication, and largely deserves it. We have tried to build the service around the two complaints clients actually make: nobody tells them anything, and nobody senior looks at the file.

Our approach

- **A named contact who knows your file.** Not a call centre, and not a different person each time.
- **Senior oversight throughout.** Every matter is supervised by a senior solicitor, with routine procedural work handled by our paralegal team so that the cost stays proportionate.
- **Leasehold expertise as standard.** The lease is read properly, by people who read leases for a living — and where something needs fixing, we can usually do it ourselves.
- **Straight answers on timing.** We tell you what is actually holding a transaction up, including when it is us. An honest week beats an optimistic fortnight.
- **Clear costs.** Quoted at the outset, with the disbursements identified. Current figures are on the Residential Conveyancing page of our website.

PURCHASES INVOLVING A MORTGAGE

Where a purchase involves a mortgage, the file is handled by our consultant solicitor, who can act both for you and for your lender — one solicitor for the whole purchase, with the same leasehold experience behind it. We establish this at the first conversation so nothing is held up later.

ONE THING WE WILL ALWAYS TELL YOU

If we think you should not proceed, or should renegotiate, we will say so and explain why. A transaction that completes on a property with an unresolved problem is not a success, and the pressure to exchange is rarely a good reason to accept one.

And what we ask of you

- Identity documents and evidence of the source of your funds early. Nothing can complete without them and they hold up more transactions than they should.
- The protocol forms returned promptly and completed candidly. A disclosed problem is manageable; an undisclosed one discovered by the buyer's solicitor is a renegotiation.
- A realistic view of the chain. We can control our part and press everybody else, but we cannot make four other firms move at our pace.

Where to start

A short conversation before you instruct anybody is worth more than it sounds, particularly on a leasehold property.

01

Tell us what you are doing

A SHORT CALL, AT NO COST

Selling, buying, or both; leasehold or freehold; in a chain or not; and whether a mortgage is involved. If it is a flat, the unexpired term and the ground rent if you know them.

02

We tell you what to expect

THE SAME CONVERSATION

A realistic timetable, the likely cost, and the leasehold issues we would want to look at first.

03

We get on with it

FROM INSTRUCTION

Management pack, searches and redemption figures ordered at the outset, and a named contact from the first day to the last.

SPEAK TO US

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