In January 2017 I sent the first of which is going to be a series of emails with some useful pointers to help reduce the issues on your transfers. Please take the time to read these newsletters, I really do believe that they will assist you.

1. DUE DATES AND DATE OF TRANSFER

Please don't EVER leave dates off an Agreement. It can amount to the contract being declared void due to missing material terms, required to make a contract. At least put down a date which can later be changed, if necessary.

Often, agents put in the occupation date "to be negotiated". This is problematic for a number of reasons. If you can't determine a date, please then put "registration or a date to be negotiated" so that if the parties can't agree on a date then you have the registration date to fall back on. I do suggest that a little extra time is spent on this to ascertain everyone's plans and try to set a date for occupation. This can be changed by mutual consent at a later stage but at least it provides some certainty for everyone.

If one would like registration to take place around the date of occupation date (if it is possible of course) then please state next to the date of occupation or even in the special conditions "Occupation on X date. Conveyancers are instructed to register as close to this date as possible". If it is not possible register by this date then please bear in mind the Buyer will have to pay occupational rent, so ensure the rental amount is inserted.

We often have an occupation date set but nothing is said about registration. This means (unless everyone agrees otherwise – and they usually don't agree) we have to register the transfer as and when we are ready to. This causes issues as it may not suit everyone. Let me give you an example. Occupation is set on 1 October but nothing is said about registration and the Conveyancers are ready for registration in August. The Seller wants the matter to register asap so they can cancel their bond, earn interest on the balance of the funds and stop paying rates and levies (if applicable) so keep putting pressure on the attorneys to register. The rental is reasonable but the Purchaser is not happy as his bond instalment is more than the rent PLUS he has to pay the rates and levies. In this case the Purchaser will be unhappy with this oversight.

This could also work the other way around, where the Seller doesn't have a bond and is not wanting to pay rent so wants transfer to go through on occupation but the buyer has little or no bond being registered and wants to earn the rent until occupation so wants the transfer to go through asap. In this instance your Seller will be highly annoyed with you for not "looking after him" as he would say.

Another example of a situation which could arise is if a Seller's expectations are that a transfer takes 3 – 4 months (maybe a friend who has had a bad experience has told him this) but the Buyer's expectations are that it registers a lot quicker and makes his plans accordingly. Seller therefore only plans to move in 3 months' time but the transfer goes smoothly and the Conveyancers are ready in 2. The buyer is not happy to delay the transfer as they are renting and they have given notice and

want to move in asap. The Seller is now very unhappy as they have nowhere to go. A conveyancer cannot intentionally delay a transfer without everyone's consent so in this case your Seller would lose out and you can guarantee that Seller will never come back to you for future business.

The key is keeping both clients happy so that they come back to you (and us) so ironing out all these issues, right from the beginning is key.

2. SELLERS WHO HAVE A BOND OVER THEIR PROPERTY

Agents need to get into the habit of informing Sellers, who have a bond registered over their property, to notify the bank that they intend to sell. We often have requests by Sellers to delay the transfer as they have not given the 90 day notice required and don't want to pay penalty interest to the bank.

When you start working with a Seller please inform him/her to give the bank notice asap as the bank requires 90 days' notice to cancel a bond. This penalty amount comes down each month that the transfer does not register until finally after 3 months there is no penalty interest payable. For a clients whose bonds are new, this penalty amount can be quite a bit. For those with a small or old bond this may not be much and it may be better for them to proceed with transfer as normal as the money they will earn in the bank etc will be more than the small bit of penalty interest they would have to pay.

Our transfers usually take substantially less than 90 days so it is usually a bit late to inform the bank when a sale agreement is signed.

Sellers are not liable for anything if the sale does not go through but they do need to keep updating this notice every 3 months if no agreement has been signed within that time frame. When we receive the instruction and apply for cancellation figures our request for figures is notice to the bank ,so if your sellers need assistance with this, we are happy to request for the discharge figures and give the bank due notice on their behalf, ahead of an offer being presented.

If you have any queries in this regard please don't hesitate to contact us.