

Task 1 Notes for voicemail

You will need to pay stamp tax as that is what is used In Wales post October 2022

There is no first time buyers scheme in Wales

Stamp tax normal tier calculations

$$175 \times 0.06 = 10,500$$

$$339 \times 0.075 = 25,425$$

$$10,500 + 25,425 = 35,925$$

Stamp tax will be = 36,925

Buying a house in Wales, from offer acceptance to completion, typically takes 8 to 12 weeks, though this can vary significantly based on factors like the complexity of the transaction, chain involvement, and responsiveness of all parties involved

Legal fees : possibly scale depending on value of house VAT

Additional legal fees: leasehold, mortgage, help to buy, new build

In Wales, mortgage calculations typically involve determining affordability based on income, outgoings, and debt, with lenders often offering loans up to 4-5 times your annual income, though this can vary

When buying a house in the UK, solicitor fees, which cover the legal work involved in conveyancing, typically range from £500 to £2,000, but can vary based on the property value, complexity of the transaction, and whether it's a freehold or leasehold property.

Task 2 Memo

As you know the Law and property act 1925 (LPA 1925) (Legislation.gov.uk, 2025) sets out what easements and covenants are, I will be using what is listed in section 1 of that to indicate what legal interest Mrs Thropp has in the property. After looking at the documentation in regard to easements the only one listed is a right of access via "the Yellow Brick Road". This easement will be a burden for Mrs Thropp and any successor occupiers of the reserved land. The burden provided through this easement is that it allows the public to freely travel through her property.

Following on from this, next this will be looking at covenants. The first covenant is the Party walls or fences. Due to a conveyance done on the 7th January 1974 it has been required that all main boundary walls or fences between the conveyed premises and any other lands need to be repaired and maintained. LPA 1925 (Legislation.gov.uk, 2025) states that any prior covenants formed will carry on to successor owners. This covenant will Burden Mrs Thropp to repair and maintain boundaries on her property. This is a burden as it is mandatory to Mrs Thropp

Following on from this the next Covenant is in regard to Use restrictions. In regard to this the land must not be used or occupied for any noisy, noxious, or offensive trade or business, nor for accommodating livestock, conducting a place of worship, or any trade involving the sale or production of alcoholic substances. In short This requirement will be passed over to Mrs Thropp, as long as Mrs Thropp is not using the land as a farm or a place to produce items for trade this covenant should not be a burden. Landlord and Tenant (Covenants) Act 1995 (Legislation.gov.uk, 2021) is what is used to enforce covenants.

The final Covenant is related to the easement. This final covenant relates to the maintenance of the "yellow brick road". For this covenant the burden is that Mrs Thorpp must maintain said "yellow Brick Road" and ensure it stays the same colour. The burden through this is the restrictive maintenance, Through looking at the TA6 File page 14 provided it appears that this maintenance does not require Mrs Thropp to use her own money in the maintenance.

Overall in regard to these covenants and easements each one will be binding to Mrs Thorpp once ownership of the property has been transferred to her as seen in LPA 1925 (Legislation.gov.uk, 2025). In regard to the covenants and easement the benefits and burdens as previously explained will all be transferred to Mrs Thropp as the prior tennant will transfer obligations from themself to Mrs Thropp Landlord and Tenant (Covenants) Act 1995 (Legislation.gov.uk, 2021).

Reference list

- Legislation.gov.uk. (2025). Landlord and Tenant (Covenants) Act 1995. [online] Available at: <https://www.legislation.gov.uk/ukpga/1995/30/section/6> [Accessed 14 Mar. 2025].
- Legislation.gov.uk. (2022). Law of Property Act 1925. [online] Available at: <https://www.legislation.gov.uk/ukpga/Geo5/15-16/20/section/78>.
- Legislation.gov.uk. (2021). Landlord and Tenant (Covenants) Act 1995. [online] Available at: <https://www.legislation.gov.uk/ukpga/1995/30/section/3>.
- Gov.uk (2009). Law of Property Act 1925. [online] Legislation.gov.uk. Available at: <https://www.legislation.gov.uk/ukpga/Geo5/15-16/20>.

Task 3

Introduction

This title report will focus On 4 specific aspects of this property purchase. That being the condition and current maintenance on the property, The current situation regarding energy usage within the property, the covenants and finally any easements on the property. The conclusion will determine our stance on whether the property purchase is worth it or not.

Maintenance

In regard to maintenance the Level 2 home buyers document stated that the property is in reasonable condition for its age yet also recommends some extensive remedial work to maintain property integrity. When also looking at teh TA6 document provided on page 12 regarding building safety it is indicated there is a defect or hazard that could harm building integrity or cause a fire hazard. These issues are roof repair and wall weathering. Looking back at the Level 2 home buyers external buildings and aspects labelled only as 'grounds' appear to also need some maintenance but not as extensive as the prior two. Overall in regards to physical maintenance considering the vast property the issues with maintenance are not overly bad.

Energy

Unlike with the previous section the energy issue within the property is rather negative. The current ranking on the Energy Performance Certificate (EPC) is rated at a G despite the fact that it has the potential of rank D. This is a very bad situation as rank G is the worst possible rank, reading through the EPC report to improve the conditions within the property is a costly endeavour and must be done in a particular order. Part of the aggravating factor in this is that the wall and roof issues mentioned previously must be fixed as part of this. Based on the estimated cost of repairs and fixes to optomise energy output within the property using the highest cost estimates the repairs would charge £54,890 and save a yearly amount of £2,129. Overall in regard to energy optimisation within the property it will be a costly endeavour and also require a rather large amount of time to pass to make a return on investment.

Covenants

A covenant is a promise to do or not to do something and is important for regulating the usage of land. In regard to this specific property there are in fact certain covenants in place. Due to Law and property act 1925 (LPA 1925) (Legislation.gov.uk, 2025) if Mrs Thropp is to carry out the acquisition of this property these burdens will be placed on her. To begin the first one is the maintenance of the "yellow Brick Road". This burden placed on Mrs Thorpp will ensure that she must not change the colour of said road. Also following the conveyancing of the land on the 7th January 1974 the owner of aid property must maintain the road to a quality that suitably connects it to the metropolitan district of Swansea. Following on from this the next covenant will

restrict what Mrs Thorpp may use this property for. As long as Mrs Thorpp uses the property as a home and not a farm, whilst also not using the location to manufacture products the use will not fall foul of the covenant. The final covenant Mrs Thorpp will be held to is maintaining walls or fences between the conveyed premises and other land that is not a part of it. If any covenant is breached while Mrs Thorpp is the freehold owner of the property Landlord and Tenant (Covenants) Act 1995 (Legislation.gov.uk, 2021) is what would be used against her to enforce said covenants. Whilst they may seem rather harsh these covenants are not particularly egregious, as long as the purchase of said property is due to wanting to live there.

Easements

In accordance with Section 1 of the Law of Property Act 1925, which outlines the nature of easements and covenants, I will refer to its provisions to determine the legal interests Mrs. Thropp holds in the property. Upon reviewing the documentation, the sole easement identified is the right of access via "the Yellow Brick Road." This easement imposes a burden on Mrs. Thropp and any successor occupiers of the reserved land. Specifically, the burden arises as the easement permits public access through her property, thereby granting a right of free passage. Following that the final easement pertaining to this property is that the emerald mines and minerals are retained as property for the crown. Overall In regard to the rights entitled to Mrs Thorpp, she may enjoy her property as she fits to the extent that any minerals/ emeralds on her property are not entitled to her. She has no legal recourse to prevent people moving through her property as long as they stay on the designated "Yellow Brick Road".

Conclusion

In conclusion, the covenants and easements affecting the property impose certain restrictions and obligations on Mrs. Thropp, while still allowing her to enjoy substantial rights as the property owner. The covenants require her to maintain the "Yellow Brick Road" both in terms of its appearance and functionality, restrict the use of the property to residential purposes, and ensure the upkeep of boundary walls and fences. These obligations are primarily aimed at preserving the property's character and usability in accordance with established agreements.

The easements, meanwhile, impose additional burdens. The first grants a right of access via the "Yellow Brick Road," allowing free public passage through her property. The second reserves ownership of any emerald mines and minerals on the land to the Crown, meaning she has no entitlement to such resources.

While these restrictions may seem limiting, they are manageable, provided the property is intended for residential use. Overall, the rights afforded to Mrs. Thropp enable her to utilize the property as a home, subject to adherence to these defined covenants and easements.

Reference list

- Legislation.gov.uk. (2025). Landlord and Tenant (Covenants) Act 1995. [online] Available at: <https://www.legislation.gov.uk/ukpga/1995/30/section/6> [Accessed 14 Mar. 2025].
- Legislation.gov.uk. (2022). Law of Property Act 1925. [online] Available at: <https://www.legislation.gov.uk/ukpga/Geo5/15-16/20/section/78>.

Task 4 Self evaluation

Is there anything I would do differently next time?

I will have a better plan laid out. For this assessment I am not used to doing portfolio tasks. The way in which I typically attempt assignments is built for single assessments. It's hard to explain but I really struggle when it comes to portfolio tasks. Whilst in university I learned how much help having a plan is as I am able to sort out thoughts and ideas and have a rough timeline for how to set up my answers. I tried to do that for this task however I can see now at the end I should have been more detailed with it as forming this work did not go how I would have liked.

What learning and development activities can I do to improve my response to a similar situation in the future?

I need to speak more and communicate with the people around me. What good is learning information if I'm unable to articulate it to the people around me. I also think I should spend more time actually reading legal documents on line like cases so that my writing becomes more formal. While I do try to keep it somewhat formal it's hard to not let that slip and re-reading my work I know I always miss it.

What I learned

I learned how truly difficult it is to communicate certain thoughts and concepts to people as I feel like I'm repeating myself, then as soon as that happens I'll overcorrect and completely cut out important information. I found the one friend I talked to when doing this assignment didn't seem to understand a thing I was talking about.

What skill from this would I want to take forward?

I want to take forward communication. I know I am not very good at it now but after this assignment and looking back at it I think I can pinpoint what I should improve on. Therefore I am going to endeavour to work on that since this does seem like a very useful skill for all sorts of jobs.