

Essential and overdue reform.

I have reservations that unless there is an explicit description of the documents or personal knowledge that, if they exist, should be presented for scrutiny by prospective purchasers, then such documents or knowledge won't be revealed and "not to vendor knowledge" becomes the standard response.

Personal example. Owner of land subject to easement submits plans and obtains building approval for works on the easement. Works commence. Solicitors acting for owner of dominant property advise owner of subject land that the works obstruct easement rights and the implications. Council initially assert that owner of dominant property does not have easement rights, then, upon correction, that it is a civil matter between neighbours. Owner of subject land quietly sells with works incomplete. New owner receives same advice from solicitor acting for owner of dominant property. New owner quickly completes works and immediately places property on market.....

In this example, rare as it may be, under the proposed Vendor Disclosure provisions, presentation of the Schedule of Easements to prospective purchasers together with the Council building approval will reassure that the works were legitimate. Unless the vendor were to apply a broad definition of encumbrance, I don't see that there is an obligation to reveal the solicitors' correspondence and that at very least this matter is in dispute.

Perhaps a catch all "Any other matter that materially affects the value or amenity of the property etc...) would trap those issues not recorded elsewhere ?

Nevertheless, big step in the right direction.

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