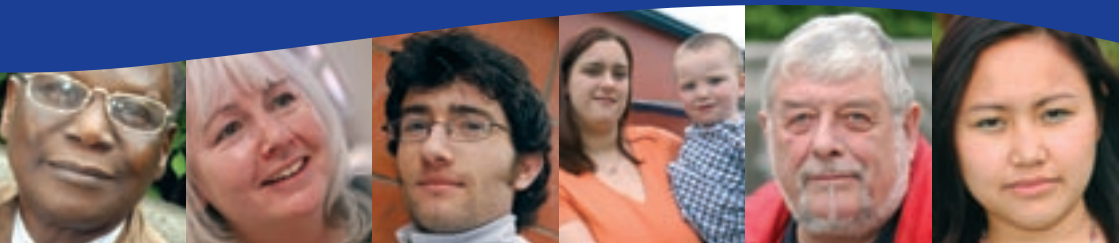


# Buying and Selling Property

Your legal rights



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legal advice

This leaflet explains your legal rights and tells you how to deal with many of the common problems you may have with buying or selling a house or flat. There is information on:

● Dealing with estate agents	3
● Problems with estate agents	4
● Offers, exchange of contracts and completion	4
● What the price should include	6
● Problems with solicitors and licensed conveyancers	7
● Problems with the survey	8
● Buying a newly built home	9
● Leasehold, freehold and commonhold properties	9
● Mortgage and money problems	16
● Neighbour disputes and anti-social behaviour	16
● Further help	18

The leaflets in this series give you an outline of your legal rights. They are not a complete guide to the law and are not intended to be a guide to how the law will apply to you or to any specific situation. The leaflets are regularly updated but the law may have changed since this was printed, so information in it may be incorrect or out of date.

If you have a problem, you will need to get more information or personal advice to work out the best way to solve it. See 'Further help' on page 18 for sources of information and advice.

## Dealing with estate agents

If you are buying or selling a house or flat, your first contact will probably be with an estate agent.

Many agents belong to either the Royal Institution of Chartered Surveyors (RICS) or the National Association of Estate Agents (NAEA), which have codes of practice for their members. You can download copies of these from the RICS and NAEA websites (see 'Further help' on page 18). But whether or not an estate agent is a member of either of these organisations, there are laws that say how agents must deal with buyers and sellers.

For example, if you are a seller an agent must confirm in writing that you have instructed them to sell, and state when you will have to pay commission. So, if you grant the agent 'sole agency', the agent should make clear that you will still have to pay them commission if you then sell through another agent. If you grant them 'sole selling rights', they should say whether you will have to pay them even if you sell privately without using any agent (for example, to a friend).

If you are a buyer, an agent must:

- not discriminate against you if you do not want to use other services they offer (such as mortgage advice or a recommended solicitor) – for example, by not telling the seller about your offer; and
- tell you whether or not the seller is taking the property off the market after accepting your offer.

By law, sellers don't have to point out defects in a property to buyers, but they must answer a buyer's direct questions accurately. A buyer who has been given false information about the property before agreeing to buy it might have a claim against the estate agent or the seller under the Property Misdescriptions Act 1991.

If you are a seller and you want to change agents, for example because you are unhappy with the agent's service, check the terms of ending your agreement. You will probably still have to pay the first estate agent's commission if you sell to someone they had originally introduced to you. This could mean that you have to pay fees to both estate agents.

## Problems with estate agents

Remember that an estate agent's contract is with the seller, not the buyer. But if you have a problem, either as buyer or seller, which you can't resolve with the agent, you may be able to take your complaint to an ombudsman scheme. Under new rules, which came into force in October 2008, all estate agents must belong to an ombudsman scheme that is approved by the Office of Fair Trading.

Two of the schemes now running are the Ombudsman for Estate Agents (OEA) and the Surveyors Ombudsmans Scheme (SOS). Your estate agent will tell you which scheme it belongs to.

If the Ombudsman is able to look at your complaint, it can award compensation of up to £25,000 (though it is normally much less).

If you can't take your complaint to the Ombudsman, or if you think the complaint is very serious (for example, the agent has broken the law), you could contact:

- the National Association of Estate Agents (if the agent is a member);
- The Royal Institution of Chartered Surveyors (if the agent is a member); or

- the trading standards department at your local council.

In extreme cases, where estate agents have behaved very badly, the Office of Fair Trading can stop them working as estate agents.

## Offers, exchange of contracts and completion

If you are buying and you make an offer for a particular house or flat, you should make sure the offer is 'subject to contract'. This means that you can pull out of the deal if, for example, a survey shows up a defect – though you can pull out for any reason. The estate agent may ask you for a small deposit at the offer stage. As there is little advantage to the seller in getting a deposit, you should agree to pay only a small sum. You should get confirmation in writing that you will get back the full deposit if the sale doesn't go through for any reason (but see 'Dealing with gazumping and gazundering', on page 5).

Once the contracts for the sale have been signed and exchanged, the buyer and the seller are legally committed to the sale and cannot pull out. Contracts are exchanged by their solicitors or conveyancers (conveyancers deal with the transfer of ownership of a property). At this point, the buyer will usually pay 10 per cent of the price they have agreed with the seller. If the buyer fails to 'complete', they can lose this money.

The sale is complete when the buyer pays the rest (the balance). The seller must then move out. If either of these things does not happen, a solicitor may serve a 'notice to complete' and take legal steps to make sure the sale goes through without further delay.

### **Dealing with gazumping and gazundering**

Gazumping is when a seller, after agreeing to sell to one buyer but before exchange of contracts, accepts a better offer from another person. This can cause a lot of inconvenience and misery. Gazundering is when a buyer reduces their offer before the contracts are exchanged. The seller can do nothing to get a higher price if they still want to go ahead with the sale to that buyer.

If your offer to buy has been accepted, you might be able to prevent gazumping if you can persuade the seller to sign a 'lockout agreement'.

This means they will not sell to anyone else as long as the contracts are exchanged within a set time. This agreement may be in exchange for a sum of money, which is taken off the purchase price if the sale goes through. Another possibility is a 'pre-contract deposit agreement'. This means that each side pays a deposit that they will lose if they pull out without a good reason. You should use a solicitor to draw up agreements like these.

### **The Home Information Pack (HIP)**

The Government recently introduced a law which means that the seller (or their agent) must prepare an HIP before putting their property on the market. A HIP must include:

- evidence of title (proof of who owns the property);
- a 'sale statement', with basic information about the property;
- standard searches from the land register and the local authority, which include information such as relevant planning decisions and road-building proposals;
- an energy performance certificate; and
- if the property is leasehold or commonhold, information about this.

A HIP may also contain other information, such as a home condition report (a report on the property's condition), but this is not compulsory.

The scheme is meant to make the buying and selling process more straightforward, but the law does not make the seller any more responsible for telling potential buyers about defects.

The government has set up a website with more about HIPs – see 'Further help' on page 18 for the address.

### **What the price should include**

The items normally included with a property when it is sold are often called 'fixtures and fittings'. These should be listed in writing to avoid arguments over whether things like light fittings or built-in furniture should be:

- taken away by the seller;
- included in the sale; or
- offered for sale separately.

If you are selling, your solicitor will normally get you to make a detailed list of what is included. This list will form part of the contract. If you are a buyer, check what is included and assume that anything not listed is not included.

If the seller takes away items that were included in the price, the buyer can ask for them back or ask for compensation.

### **Property boundary problems**

If you are buying a property that includes land, it's important to know exactly where the boundaries lie and who has responsibility for maintaining things like fences. It can be difficult to resolve any disputes later. If plans in the deeds or at the Land Registry are unclear, ask the seller to sort this out before you exchange contracts.

Make sure your solicitor or conveyancer shows you the official Land Registry plan so that you, and your surveyor if you have one, can compare this with the boundaries as they actually appear and as they are shown on the official plan. Remember, your solicitor or conveyancer normally does not visit the property personally, so you, and your surveyor if you have one, are responsible for checking the boundaries.

## Buying with someone else

If you want to buy a home jointly with someone, you should speak to a solicitor about which kind of joint ownership is best for you. There are two types of joint ownership:

- 'Joint tenancy' is where, if one of you wants to sell, both of you must agree to it (unless you are a couple who separate and a court orders the sale). If one person dies, the joint owner automatically inherits the other's share.
- 'Tenancy in common' is where each owner can sell (or give away) their share as they wish, either in their will or during their lifetime. 'Tenants in common' can have unequal shares in the property if they want. Tenancy in common is often used where the buyers have made unequal contributions to the cost of buying the property, and want to receive unequal payments if the property is sold, or if they want to pass on their share in the property to someone other than the co-owner in their will.

If your relationship with your co-owner breaks down and you cannot agree who should live in the property in the short term, or whether it should be sold, a court may have to decide. If you are in this situation, it is important to seek legal advice as soon as possible.

For more about this, see the Community Legal Advice leaflet 'Living Together and Your Rights if you Separate'.

## Problems with solicitors and licensed conveyancers

By law the only people who can deal with the legal aspects of conveyancing are solicitors and licensed conveyancers. If you have had poor service from your solicitor or conveyancer, and they haven't dealt with your complaint satisfactorily, you can do the following:

- For a solicitor, you can complain to the Legal Complaints Service (LCS) (see 'Further help' on page 18 for details). If it agrees with your complaint, the LCS can order your solicitor to refund your fees or pay you compensation. If you are not happy with how the LCS handles your complaint, you can then take the complaint to the Legal Services Ombudsman.
- For a licensed conveyancer, you can complain to the Council for Licensed Conveyancers (CLC) (see 'Further help' on page 18 for details).

If you lose money because of negligence (that is, the solicitor or conveyancer didn't do something they should have done, or did something they shouldn't have done, and you lost out as a result), you may have a case for compensation. In this situation you need a solicitor to take your case, as the LCS and CLC do not handle negligence claims. The Law Society has a 'negligence panel' of solicitors who are prepared to take action against other solicitors. Solicitors and conveyancers must, by law, be covered by negligence insurance.

### Problems with the survey

Four types of survey report are available and they will give you different amounts of information and detail.

- A Home Condition Report, which a seller can provide as part of the HIP. This gives basic information about the condition of the property, but does not include a valuation or recommendations on repairs.

- A valuation by a mortgage lender, which tells the lender whether it would be able to recover the value of the loan if the property had to be sold. It is not a report on the condition of the property, and as a buyer you should not rely on it to tell you what is wrong with the property.
- A 'house-buyer's report' is more detailed, and provides information on the condition of the property in a standard format. It also includes a valuation and a figure for buildings insurance purposes.
- A building survey is the most thorough type of survey. It can look into your specific concerns and, for example, the potential to alter or adapt the property.

If you are a buyer, you should check carefully what a survey covers and what it doesn't (for example, whether parts of the property haven't been checked because the surveyor couldn't get access to them).

All qualified surveyors should be members of a professional association. Most surveyors who do residential work belong to the the Royal Institution of Chartered Surveyors (RICS) – see 'Further help' on page 18 for its details.

If you lose money because of a surveyor's negligence (for example, the house you have bought has problems that the survey should have shown up), RICS has a complaints procedure and arbitration scheme, which you can use if the surveyor is an RICS member.

Under the scheme, you and the surveyor each provide information about the case. The arbitrator may also arrange for an expert to prepare a technical report on the property. The arbitrator's decision is legally binding on both sides, so both you and the surveyor must do what it says. You can claim compensation of up to £50,000 if the defect means the market value of the property is less than you paid.

If you can't or don't want to use arbitration, you can sue the surveyor for negligence, but this will be more expensive and more complicated.

### **Buying a newly built home**

If you are buying a house that is less than 10 years old, it should be covered by a National House Building Council Buildmark scheme, or some other warranty. The warranty will transfer to a new owner, but will only cover defects that appear after the house has been sold. Defects that were (or could have been) spotted before the purchase will be covered only if the person who owned the property

before has already made a claim. If your surveyor notices a problem that might be covered by the scheme, the seller (not you) must make a claim under the warranty to get it fixed.

Contact the National House Building Council for more information (see 'Further help' on page 18 for details).

### **Leasehold, freehold and commonhold properties**

If you buy the freehold of a property, you own both your home and the ground it stands on. Most flats and some houses are sold leasehold. This means you own your home for the period of the lease, and you have to pay ground rent to the freeholder (or their managing agent). The freeholder is often called the landlord.

The original lease on a property may be as long as 99 years or even 999 years to begin with. But it reduces over time, and may be much less at the time you are buying or selling (see 'When the lease runs out' on page 12).

The lease lists the rights and responsibilities of you and the freeholder. Often a lease is a complicated document and you should get your solicitor to explain it.

With leasehold properties, for example, you may have to get the freeholder's consent before you can extend the property or change the fencing.

You could lose your home or have to pay compensation if you break the terms of the lease, but the freeholder must give you written notice and time to put things right before they can go to court to enforce this. In the same way, a leaseholder can take legal action against a freeholder who breaks the terms of the lease, for example by not maintaining common parts of the property properly (see 'Management and service charges' below). The lease may also include a third party who is appointed manager of the premises. This can sometimes be a resident management company, run by the tenants. If the lease includes a third-party manager, they will also be able to take action against you if you break the terms of the lease.

Commonhold is a new alternative to leasehold, under which all the owners of a block of flats, for example, are joint owners of the building, and there is no overall landlord. For more about this, see 'What is commonhold?' on page 14.

## **Management and service charges**

If you buy a leasehold flat, your lease will usually spell out the freeholder's responsibility to keep the structure, outside and common parts of the whole building maintained, insured, and in good repair. If they or their managing agents don't do this, you may be able to take court action to get compensation or to get repairs done.

As a leaseholder, you will pay a service charge to get repairs done. The lease should say how the service charge is worked out, and how it's divided between all the leaseholders. The charge may vary from year to year, depending on what is done. You may also have to pay a fixed amount into a reserve or 'sinking' fund each year to cover the cost of major repairs, such as replacing the roof. The freeholder must consult the leaseholder before doing major work.

Common service-charge problems include:

- being charged for things that are not listed in the lease;
- a lease that does not say who is responsible for particular repairs;
- service charges that are too high for the work done;
- work that is done badly or not at all; and
- where a freeholder won't give a breakdown of how the service charge is worked out.

In cases like these, you should try to sort out the problem with the freeholder first. If that doesn't work, you may need to take legal action to sort out the problem.

You can apply to a leasehold valuation tribunal (LVT) to deal with certain problems. These include cases where:

- you think the service charges are unreasonable;
- you are unhappy with the insurer that the freeholder has chosen for your building; or
- in the case of flats, you want to replace the manager of the block because they aren't doing their job properly.

You can also apply to an LVT if you think the price that the freeholder wants for a new lease or to buy the freehold is unreasonable. Other problems, such as enforcing the landlord's obligations under the lease, may mean you have to go to court. The Leasehold Advisory Service can give you more information about your rights as a leaseholder, and put you in touch with your local LVT (see 'Further help' on page 18 for details).

Whatever your problem, don't withhold service charges or ground rent without first getting advice.

### **Residents and tenants associations**

A residents (or tenants) association is a group representing the leaseholders, which is recognised by the freeholder or the local Rent Assessment Committee. If there isn't a residents association in your block of flats, you could consider setting one up. This would make it easier to deal with the freeholder, and also to get rights that you wouldn't have as an individual tenant. You can get advice on setting up a residents association from the Rent Assessment Committee. You'll find its number in the phone book.

## When the lease runs out

If your lease is approaching its end, you should seek advice. That's because, if it runs out and the freeholder gives you written notice to end it, you will become a 'tenant at will' and the freeholder can begin 'possession proceedings' (the process of taking the property back and making you leave). For more on your rights as a tenant, see the Community Legal Advice leaflet 'Renting and Letting'.

You may face problems before a lease runs out. For example, a property with less than about 60 years of the lease left may be hard to sell. The rules are different for houses and flats.

Mortgage lenders also have rules stating the minimum length of lease that must remain on a property for which they will provide a mortgage.

## Extending the lease on a house

Most leaseholders have the right to extend their lease. If you have a long leasehold on a house (a lease of 21 years or more), you usually have the right to extend the lease for 50 years. You cannot extend it more than once. (However, you can buy the freehold, even after extending the lease.) You do not have to pay to extend the lease, but you do have to pay any expenses for doing this, such as legal fees.

And you will have to pay a new ground rent under the extended lease, which will be set at current values and will probably be much higher than the one you pay now. The freeholder can refuse to extend the lease only if they want to demolish or rebuild the house, or if they or their family want to live in it. But if they want either of these things, they will have to apply to the court, and you would be able to claim compensation.

## Renewing the lease on a flat

If you have the leasehold on a flat, you usually have the right to renew the lease by a further 90 years, as long as you have been a long leaseholder (which means the lease has 21 years or more to run) for at least two years. The freeholder can refuse to renew the leasehold if the property is to be redeveloped. But they will have to apply to the court to do this. You should get legal advice if this happens. You will have to pay for a new lease and the freeholder's 'reasonable' costs, but you won't have to pay ground rent under the lease.

## Buying the freehold

If you are a leaseholder (or you are buying a leasehold property), you may have the right to buy the freehold of your property. This is called 'enfranchisement', and it can be a good idea, particularly if the existing freeholder doesn't maintain the building properly. The rules are different for houses and flats (see below).

### Buying the freehold of a house

You normally have the right to buy the freehold of a house if you have held a long lease (21 years or more) for at least the past two years. However, business tenants face different rules, which are not covered here.

You must give the current freeholder written notice that you want to buy. You should also get legal advice.

You will pay the price of the freehold and the landlord's costs. You may also need to pay a share of what is called the 'marriage value' (the increase in value from joining the leasehold and freehold interests).

You may need to apply to a leasehold valuation tribunal or the court if you cannot agree terms. The Leasehold Advisory Service can give you more information on how to do this (see 'Further help' on page 18 for details).

## Buying the freehold of a flat

If you own a flat, you and the other leaseholders of the flats in your building may have the right to buy the freehold jointly (also called 'enfranchisement'). However, the conditions that you must meet to do this are complicated. You have the right to buy the freehold jointly if:

- you have a long lease of 21 years or more; and
- the leaseholders who agree to buy the freehold of the building are leaseholders of at least half the flats in the building (if there are only two flats, both leaseholders must want to buy); and
- at least 75 per cent of the building is for residential use; or
- the freeholder owned the building before its conversion, and converted it into up to four flats, but neither they nor an adult member of their family has lived in any of the flats during the past year.

If other leaseholders buy the freehold of your building but you do not join them in the purchase, your rights and responsibilities as a leaseholder do not change – it's just that your freeholder will be the group of neighbours who have joined.

You can get more information about buying a freehold from the Leasehold Advisory Service (see 'Further help' on page 18). However, the actual process of valuing and buying a joint freehold is long and complicated. You will need expert help from a valuer and a solicitor. The valuation will be based on the 'marriage value' as well as on the open market value.

There are other ways to obtain the freehold of your building. In most cases, a freeholder who wants to sell the freehold of a block of flats must first offer the leaseholders the chance to buy it before offering it to anyone else. Leaseholders may also have the legal right to buy a freehold when the landlord has a poor record of carrying out their role, for example in maintaining the property.

Another option is to convert from leasehold to commonhold, which is a new system of joint ownership. See 'What is commonhold?' below for more about this.

## What is commonhold?

Commonhold was introduced in September 2004 as a new way of owning property. It is meant to be better than leasehold for some types of property, particularly blocks of flats.

Under commonhold, a block of flats, for example, is owned jointly by all the owners of the flats. Unlike leasehold, there is no overall landlord. The freehold is owned by a company called a commonhold association, and the owner of each flat is a member of this association. The commonhold association is responsible for maintaining the common areas of the building. All the members must sign a statement, called a commonhold agreement, agreeing to keep to certain terms and conditions. The terms are similar to those in a lease; for example, agreeing not to cause a nuisance to other residents.

Commonhold has several advantages over leasehold:

- There is no time limit on it, so you don't have to worry about how many years are left on the lease.
- All the decisions about the building are made jointly by the property owners.
- It avoids the problem of landlords who demand high service charges or do not maintain the building properly.

However, there are potential disadvantages:

- The members of the commonhold association (who are all neighbours in the same building) must enforce the rules in the commonhold agreement, which might cause tension between members.
- Some mortgage lenders won't accept commonhold property as security for a mortgage.

### **How can I buy a commonhold property?**

Most commonhold developments are likely to be new ones built after September 2004, when commonhold started. Property developers can choose whether a development will be leasehold or commonhold.

There are unlikely to be many commonhold developments to begin with, because developers will want to be sure that there are no problems with the system.

### **Can I convert my leasehold to commonhold?**

You may be able to convert to commonhold, but you and the other property owners in your building will first have to buy the freehold, and every property owner in the building will have to agree to convert to commonhold.

Converting to commonhold can be complicated and expensive. It is probably most suitable for people who live in large blocks of flats where there is also commercial property, such as offices. If you live in a small block, simply buying the freehold may be cheaper and easier.

If you do want to convert to commonhold, you will need help from a solicitor with expertise in this. For more information about commonhold, contact the Leasehold Advisory Service (see 'Further help' on page 18).

## **Mortgage and money problems**

A mortgage is a loan secured on a property, which means you cannot sell the property without repaying the loan. If you do not keep up your repayments, the lender ultimately has the right to go to court for an order to repossess and sell your home. But there are certain processes to go through before it gets to that stage. If you are having problems with your mortgage (or rent or other bills), see the Community Legal Advice leaflet 'Dealing with Debt'.

### **Negative equity**

If the value of your home has dropped since you bought it, or you haven't made all the mortgage payments you should have, you may find that, if you sell, the amount you get is less than the amount you owe on your mortgage. This is known as negative equity.

If you are in negative equity, your mortgage lender may refuse to allow you to sell your house or flat. It could also go ahead with legal action to repossess your property, unless you can show you can pay off the amount you owe. But you may be able to get the lender to agree to transfer the negative equity to a new home if, for example, you have to move because of your job.

## **Voluntary repossession**

If you feel there is no other way out of your debt, you may want to 'hand over your keys' to your mortgage lender. Only do this as a last resort. If you do it, you will have to pay for somewhere else to live and still pay your mortgage, any arrears and interest until the lender can sell the property. So get independent advice before doing this.

If voluntary repossession means you become homeless with nowhere else to live, you may find that your local council does not have to offer you accommodation. A separate Community Legal Advice leaflet, 'Losing your Home', explains your rights if you face being homeless.

## **Neighbour disputes and anti-social behaviour**

If you are buying your home, it is best to sort out any possible problems over boundaries (usually, problems about exactly where they are) before you exchange contracts with the seller. You should do this even if it delays the sale.

If neighbours repeatedly trespass on your land, and they refuse to stop when you ask them to, you can apply to the court for an injunction to stop them. On the other hand, if you have good reason to go onto a neighbour's land (for example, to look after your own property) and your neighbour refuses to let you, you can apply to the court for an order under the Access to Neighbouring Land Act 1992.

If you are often disturbed by too much noise from your neighbours, you should contact the environmental health officer at your local council. They have the power to serve an 'abatement' notice or, in some cases, to take away equipment (such as a stereo system) under the Noise Act 1996. Or you can apply for an injunction in the county court to stop the noise. You can also use these procedures for some other kinds of nuisance.

For more about dealing with problems with neighbours, see the Community Legal Advice leaflet 'Neighbourhood and Community Disputes'.

If you are selling a property, you must answer truthfully a buyer's direct questions about problems with neighbours. If you make a false statement, you could be sued.

## Further help

### Community Legal Advice

Provides free information direct to the public on a range of common legal problems.

Call 0845 345 4 345

If you qualify for legal aid, get free advice from a specialist legal adviser about benefits and tax credits, debt, education, employment or housing. Also find a high quality local legal adviser or solicitor.

Click [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk)

Find a high quality local legal adviser or solicitor, link to other online information and see if you qualify for legal aid using our calculator.

### Shelter

Shelterline: 0808 800 4444

24-hour advice and information line covering the whole of the UK.

[www.shelternet.org.uk](http://www.shelternet.org.uk)

Shelter also has a network of local Housing Aid Centres.

Details of centres in England are on the Shelter website at [www.shelter.org.uk](http://www.shelter.org.uk)

In Wales, contact Shelter Cymru:

01792 469400 (Swansea) or

01978 317911 (Wrexham).

[www.sheltercymru.org.uk](http://www.sheltercymru.org.uk)

### The Law Society

phone: 020 7242 1222

[www.lawsociety.org.uk](http://www.lawsociety.org.uk)

### Legal Complaints Service

phone: 0845 608 6565

[www.legalcomplaints.org.uk](http://www.legalcomplaints.org.uk)

### Leasehold Advisory Service

phone: 020 7374 5380

[www.lease-advice.org.uk](http://www.lease-advice.org.uk)

### National Association of Estate Agents

phone: 01926 496800

[www.naea.co.uk](http://www.naea.co.uk)

### Ombudsman for Estate Agents (OEA)

phone: 01722 333306

[www.oea.co.uk](http://www.oea.co.uk)

### Surveyors Ombudsman Scheme (SOS)

phone: 0845 050 8181

[www.surveyors-ombudsman.org.uk](http://www.surveyors-ombudsman.org.uk)

### Royal Institution of Chartered Surveyors (RICS)

phone: 0870 333 1600

[www.rics.org.uk](http://www.rics.org.uk)

### Council for Licensed Conveyancers

phone: 01245 349599

[www.conveyancer.org.uk](http://www.conveyancer.org.uk)

### Department for Communities and Local Government

phone: 020 7944 4400

[www.communities.gov.uk](http://www.communities.gov.uk)

### The Home Information Pack

[www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk)

### National House Building Council

phone: 01494 735 363

[www.nhbc.co.uk](http://www.nhbc.co.uk)

## **The Community Legal Service**

The Community Legal Service has been set up to help you find the right legal information and advice to solve your problems.

You can get help through a national network of organisations including Citizens Advice Bureaux, Law Centres, many independent advice centres and thousands of high street solicitors. All of these services meet quality standards set by the Legal Services Commission. Look for the Community Legal Service logo, shown below.

Many of the organisations offer some or all of their services for free. If you cannot afford to pay for advice you may be eligible for financial support through the Community Legal Service Fund (Legal Aid). You can order leaflets about funding from the LSC Leaflet line on 0845 3000 343. You can also use a Legal Aid eligibility calculator on the website: [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk)

*Community  
Legal Service*



## **The Legal Services Commission (LSC)**

The Community Legal Service and the Community Legal Service Fund are managed by the Legal Services Commission. To find out more about us visit our website at [www.legalservices.gov.uk](http://www.legalservices.gov.uk) or find the details for your local Legal Services Commission office in the phone book.

legal services  
COMMISSION

The leaflets are also available online at: [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk)

- 1 Dealing with Debt
  - 2 Employment
  - 3 Divorce and Separation
  - 4 Renting and Letting
  - 5 Buying and Selling Property**
  - 6 Losing your Home
  - 7 The Human Rights Act
  - 8 Claiming Asylum
  - 9 Welfare Benefits
  - 10 Wills and Probate
  - 11 Dealing with the Police
  - 12 No-win, No-fee Actions
  - 13 Problems with Goods and Services
  - 14 Medical Accidents
  - 15 Equal Opportunities
  - 16 Racial Discrimination
  - 17 Personal Injury
  - 18 Rights for Disabled People
  - 19 Community Care
  - 20 Education
  - 21 Immigration and Nationality
  - 22 Mental Health
  - 23 Alternatives to Court
  - 24 Family Mediation
  - 25 Veterans
  - 26 Domestic Violence, Abuse and Harassment
  - 27 Living Together and your Rights if you Separate
  - 29 Care Proceedings
  - 30 Neighbourhood and Community Disputes
  - 31 Changing your Name
- Advice Guides**
- G1 A Step-by-Step Guide to Choosing a Legal Adviser
  - G2 A Step-by-Step Guide to Legal Aid

The leaflets are also available in Welsh, Braille and Audio.

To order any of these leaflets contact the LSC leaflet line on 0845 3000 343 or email [LSCleaflets@ecgroup.co.uk](mailto:LSCleaflets@ecgroup.co.uk) or Fax 020 8867 3225.



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