

### **STRIPPED!**

#### **WATCH OUT FOR SELLERS WHO DISAPPEAR WITH ALL THE FITTINGS**

With the housing market going through a quieter period and with the economy getting tighter, so are Sellers – as they look to squeeze every last penny out of a property sale.

Where once the new Buyer on arriving at the property they had purchased, would find a bottle of wine waiting for them in the built in refrigerator and a bunch of flowers on the table, as a moving in gift from the Sellers, some are now lucky if they have even been left the fridge!

From the latest research from MoveMe.com – a specialist home moving website – shows that ONE IN THREE Sellers are no longer prepared to leave new owners with expensive fixtures and fittings. Sellers are now taking with them garden plants, built in cupboards and fridges and even loft ladders and TV aerials, as a way of saving money on items that they would otherwise have to purchase again in the new home they are moving to.

In these cash strapped times, what is now considered to be a fitting is becoming an increasingly contentious issue. In fact, many home buyers have been left OUTRAGED when they have discovered on the moving/completion date that they have been left with much less than they have paid for. You may think that you are not greatly worried about a few missing door handles – however to put it this way – at around £10 per handle to replace, if you had to buy new door handles for all the doors in your average property, you would be looking at £100 just for starters.

That is before you start thinking about kitchen appliances, carpets and curtains etc.

By not checking your small print, you could be looking at paying an average of £3,000 if your Seller decides to make off with items that you thought were included in the purchase price, but which are technically not included.

### **BE CLEAR**

So it is important to be clear on what will be taken when the Seller/Vendor moves, to save both parties time and money further down the line.

There is a lot of confusion about what you can and cannot take with you when you move house, even though you have to fill in a Fixtures and Fittings Form as part of the standard conveyancing procedure early in the selling process via your Solicitors.

The problem is, with everything else happening, many people actually forget what they have agreed, leading to issues later on.

Horror stories of people getting the keys to their new home on the moving/completion day and finding that light fittings , carpets and curtains, white goods and even trees from the garden have gone walkabout, is increasingly common.

When you think about the thousands it can cost to replace even the basics, it pays to make sure that your paperwork is water tight and spend that extra bit of time double checking.

If you are a sneaky Seller, who is thinking about pulling a fast one when you move – DON'T.

Once you have completed your Fixtures and Fittings Form and submitted the same to your Solicitors, the Form will be provided to the Buyer's Solicitors with the Contract and the Form becomes part of the Sale Contract, thus legally binding you to leave all items as are clearly stated. Taking items from the List, which you have clearly indicated will remain, puts you in breach of Contract and you can (and probably will) be sued.

If you are not happy to leave things behind as part of the purchase price e.g. a wall mounted antique corner cabinet, which has been in the family for generations, or as simple as a rose tree in the garden, which was planted on a special occasion, then simply say so up front to avoid any ambiguity. You need not come up with an excuse that the item you wish to remove is personal to you. If a particular item was very expensive, then again, you should be up front and inform your proposed Buyer that you will be removing such item.

The Buyer then knows early on that certain items will not be included – and can negotiate a separate price, if need be. If you are the Buyer, don't forget that whilst you may have admired those swish built in wardrobes, or that lovely carpet on your first viewing, if it is not clearly documented in the Fixtures Fittings and Contents Form/Contract i.e. in writing, the Seller is perfectly entitled to remove such items. **TALK ABOUT EVERYTHING, INCLUDING THE KITCHEN SINK!**

### **THE RULE OF THUMB**

This is to distinguish fixtures/fittings from chattels/loose items as follows:-

Anything which is physically screwed or fixed with a degree of permanence, is usually deemed to be a fixture and thus automatically included in the sale price of the property, as it is fixed to the property and thus forms part of the property itself. Should the Seller wish to take any fixtures/fittings, it is the Seller's

responsibility to clearly inform the Buyer in the Contract/Fixtures Fittings and Contents Form, that a particular item is specifically excluded. The Seller is then perfectly entitled to remove such item.

On the other hand, with loose items/chattels, such items are deemed to be specifically excluded from the sale price of the property, unless it is specifically agreed in the Contract/Fixtures Fittings and Contents Form, that such items are to be included, or for an additional purchase price for those items.

### **TOP TIPS**

- Be clear about what fixtures and fittings and indeed chattels are included in the final price of the property from the outset and make sure they are all noted in the property details/Fixtures Fittings and Contents Form. It is at this stage of the process when any negotiating should be done, whilst you have still got a chance to agree what is included in the price of the property and what is not. If you have to agree with the Seller that you are paying extra for carpets and curtains, agree what you are getting and how much you are paying for in writing, as well as anything else, which you have negotiated to be included in the price of the property. Make sure you liaise with your Solicitors, to ensure they protect your position contractually.
- It is ultimately the Buyer's responsibility to make sure they are aware of what will be included in the sale, so ask lots of questions to ensure you know exactly what you are getting. If you are in any doubt, make sure you ask the question, then get the answer in writing.
- Sellers and Buyers should keep a copy of the Fixtures Fittings and Contents Form, to ensure they both know what has been agreed. Commonly Sellers complete the Fixtures Fittings and Contents Form,

forward it to the Solicitors and cannot then remember what they are supposed to be leaving. Thus, sometimes Sellers may by genuine mistake, take certain items which they should have left. Keep a copy of the Form and do not just file it away. Keep it handy, because you are going to need that on the day of moving/completion to make sure you do not take what you should be leaving and the Buyer needs to check that they are receiving what they have paid for.

- If you are worried that items you have agreed are going to be left at the property may be removed by the Seller, go to the house with or without the Estate Agents on the morning you are due to complete, but before legal completion of the purchase is finalised. Then, if there is a problem, you can let your Solicitors know, to ensure they can sort it out prior to formal completion.
- It is easy to forget about the garden and that plants and shrubs are considered fixtures and fittings, due to their permanence. Do not take it for granted that if it's in the flower beds now, it will be staying there. Buyers need to check the Fixtures Fittings and Contents Form, to ensure that the Seller has confirmed that all garden plants, shrubs and produce will remain/are included. It is just as important to confirm this in the Forms/Contract.

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