

Having just been through the process of selling our house and suffering the inconvenience and expense of a delay in completing the purchase of our new home, I would like offer a brief account of our experience to the Scrutiny Panel chaired by Deputy David Johnson.

Background

In the last week of February this year we accepted an offer on our house in St Lawrence. The purchaser was very keen to gain possession as quickly as possible and we agreed a target completion date of 8th April. Lawyers for both parties agreed that the time frame was reasonable. We then advised the owner of another property, for which an offer from us had already been accepted, that we were ready to proceed with the purchase, and agreed that completion should also take place on 8th.

The sale of our house went through on the 8th, despite much anxiety in the final two days. It only became clear about 20 hours before completion was scheduled that we could not proceed with the purchase of the new place in time.

Problems encountered:

Sale:

- New obstacles to the sale were still cropping up until the Wednesday prior to completion, including the very late announcement that a structural engineer's report and then a drains inspection were required by the lender. Ensuring that the drains report was available in time meant personally persuading the men to work overtime

Purchase:

- We did not receive the first meaningful communication (responses to questions, announcement of the time of vacant possession, documentation relating to common areas of the property etc.) from the vendor's lawyer until 4.55pm on the Wednesday before the scheduled completion.

- A survey of the property had revealed water ingress in a common area of the development adjacent to the house which posed a risk of long term structural damage. Despite repeated requests we failed to make any progress with the vendor's lawyer in getting the issue addressed.

- By this time packing of our household contents had already started and we had been repeatedly encouraged to believe that we would be moving into the new house on the 9th April.

- Had we accepted the reassurances of the agent and vendor we would have cleared out the contents of our house and then found that we had nowhere to put them. We acted preemptively by advising the removals firm that we were likely to need storage.

- Now, two weeks after the scheduled completion date we are still awaiting responses to key questions put to the vendor's lawyer.

- Our house contents are in storage and we are living in temporary accommodation until the vendor's lawyer sorts out the remaining issues.

- Abandoning the purchase, though tempting, would be very expensive

Comments

The major problem, in our view, is the lack of any mechanism in Jersey for the purchaser and vendor to reach a binding agreement of the terms of the sale, with resolution of issues arising from a survey and satisfaction of a lender's requirements, well in advance of an agreed completion date.

The current Jersey property transaction process is a nightmare for the vendor, purchaser and associated services such as removal and utility companies.

The process of completing a property sale in open court is a quaint ritual, which we understand may appeal to those people anxious to maintain Jersey's hallowed legal traditions. If retained, it needs to be made fit for purpose by no longer being confined to Friday afternoons. It should just be a formal time of handover following a binding contract of sale signed by both parties and coupled with a sizeable deposit.