

CONVEYANCING – COMMUNICATION REQUIRED

As in many businesses and professions today, the levels of service provided by the individuals marks the point of difference in the perception of the public of the efficiency levels and proficiency of that business.

Estate Agents and Conveyancers both provide similar services to their clients, albeit from different perspectives. It is the level of service proficiency provided that sets individual companies and firms ahead of the rest.

I believe that if the communication between Estate Agents and Conveyancers was dramatically improved, the levels of both services would exponentially increase. I believe that greater dialogue between these two tiers of the property service would reduce misunderstanding and, in some cases, even avoid litigation.

From the Estate Agent's side, there is certainly room for improvement in the areas of sloppy agreements and poorly, even incorrectly, worded clauses. I believe that a check-list from the Estate Agents together with the letter of instructions to the Conveyancer could be the point of reference from which both services, and the Purchaser and Seller, could communicate.

Such a check-list could be constructed as follows:

- date of sale
- first deposit due
- mortgage bond grant due
- second deposit due
- suspensive condition clause x due
- occupation date
- first occupational rental due
- identity document / marriage certificate to be provided by Seller / Estate Agent
- documents re FIA compliant

and any further special instructions as to when registration of transfer is to effected.

This checking mechanism would simplify the Conveyancer's job who would no longer have to plough through each Sale Agreement to find this basic information.

It is vitally important for the Estate Agent to be informed immediately of any delays caused by the Seller or Purchaser. After all it would seem sensible to assume that the Agent would have a good rapport with both parties and should be able to rectify such problems. A weekly progress report from the Conveyancer to the Agent vastly improves efficiency levels.

The financial institution should be encouraged to release title deeds more speedily than is current practice. Long delays in the transfer are often caused by this lack of efficiency.

I believe that if the Purchaser is informed of all the costs relating to the transfer at the beginning stages of the transfer, a lot of later hassles would be avoided. The Purchaser should also be told when this payment is required. Often, especially in the lower to middle income group, these costs prove to be quite a financial burden. The earlier the Conveyancer informs the Purchaser, the better for all. Of course, the good Estate Agent could and should already have done this, but Purchasers often forget these payment obligations in the excitement of the sale.

Providing the Purchaser with an estimation of the date of registration would also be helpful to the parties.

It is obviously the Estate Agent's responsibility to ensure that all suspensive conditions are met timeously and to provide the Conveyancer with letters of confirmation of these. However, there are occasions where the Purchaser and Seller agree to amend a condition or date and inform only the Conveyancer of this amendment. A real danger ensues here especially if the change is not agreed to in writing and signed by both parties. It is a well-known fact that people often change their minds and then disagreement and litigation can result. If the Agent is informed of the change then the onus is on him/her to reduce the change to writing and obtain signatures thereto.

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The essence of the above suggestions is speedy and open communication from both the Agent and Conveyancer's sides with an aim to avoiding undue delays which compound and sour the whole process. We as a firm strive to achieve such efficiency levels.