

Joint ownership of your property

When a property is purchased jointly by more than one purchaser, the law treats the property as being held on trust for themselves (unless they express by deed that the property or a share is on trust for another/others). Usually if one of the buyers wishes to sell the property then it must be sold and the proceeds divided. Please consider the options below, contemplating for example what you would wish to happen on the death of one party; also what you would wish to happen in the event of separation or a relationship breakdown in deciding how you wish to own the property together. Then confirm your choice by ticking one box at the foot of the page and providing your instructions on shares if you have ticked option 3.

1. Joint tenants

If joint purchasers buy a property as joint tenants then they are deemed to hold the equivalent financial value jointly without an interest in a particular share (similar to a joint bank account). Their entitlements in any sale proceeds are treated as being equal. Upon the death of either party the property will automatically vest in the survivor. There is no share capable of being left in a Will. The survivor would be able to deal with the property in whatever way he or she chooses. Purchasers buying a property by this method should consider making Wills in order to set out what would happen to the property in the event of the death of both of them.

2. Tenants in common

When joint purchasers buy as tenants in common they take distinct fixed shares in the equivalent value of the property, which are assumed to be equal unless the joint purchasers express unequal entitlements by deed, for example to reflect their contributions to the purchase price. Upon the death of one joint owner, the survivor would retain their own share in the property whilst the share of the deceased would pass according to their Will, or if no Will, to their next of kin under the Intestacy Rules. Unless the survivor is left the share of the deceased by Will, the survivor would not become the owner of the whole property.

- There are certain circumstances where further thought may need to be given to your choice of joint ownership which you may wish to discuss with us where it would fall to your responsibility to raise with us, including (but not limited to) where:-
 - Your contributions to the purchase are in substantially unequal proportions, where for example one party may wish to seek return of their greater proportion before the balance of proceeds are further divided.
 - At least one of you has children from a previous relationship who might reasonably expect to inherit on your death, or
 - The value of the property together with your assets is such that inheritance tax estate planning is necessary.
- A Joint Tenancy can be severed at a later date by either co-owner which will have the effect of converting the joint ownership to a Tenancy in Common in equal shares. A Tenancy in common can be converted to a Joint Tenancy at a later date only by written agreement of all joint owners.
- We will be pleased to discuss with you the two options and both the advisability and cost of making Wills.

Having considered the above please complete the following with your choice of joint ownership (all joint buyers must sign)

- 1. Joint Tenants
- 2. Tenants in common in equal shares
- 3. Tenants in common in the following shares

Option 3 only. Use this box to confirm your instructions.

Signed

Dated

Signed

Dated