

# STEPPING STONES OF BUYING OR SELLING A HOUSE



JOHN GLYNN LL.B SOLICITOR

# Stepping Stones of Buying or Selling a House

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)



# Step one - Organize your Finances

---

The starting position for anyone venturing on the journey of buying, selling or re-mortgaging is to ensure that they have enough money to complete the transaction and pay related costs and outlays, such as auctioneers' fees, legal fees and outlays. Therefore, if your property transaction requires a mortgage to complete, your starting point should be to go to your bank or financial advisor and get a pre-approval to establish how much a lender is prepared to offer you as a percentage of the transaction.

If selling a property, you should then arrange to put your property on the market so that you secure a buyer before entering into a contract to purchase yourself.

Even before you start looking for a property try and get your **loan approval** first. Go to your bank, give them all the information they require and see how much you can borrow and over what period. You must carefully consider interest rates and whether they are fixed and of course the period of the loan

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)

When you know how much you can borrow and when you know how much it will cost to deal with the legal process then you will have a very good idea of **how much money you have to put up yourself.**

You can check your conveyancing outlays using [our conveyancing calculator.](#)

<http://www.solicitor.net/conveyancing/conveyancing-quote.116.html>

## Step Two - Engage your Solicitor

---

Very shortly after getting your loan approval you should **select a solicitor** to take care of the purchase and the title. Shop around to get the best price and ascertain not only the solicitor's fee but all items of outlay as well. For instance, there will be such items as Land Registry fees, stamp duty, searches and other expenses. Don't select a firm of solicitors just because they are the cheapest. Whoever you do select be sure you are getting the benefit of a fully qualified solicitor to handle your file as opposed to a trainee or a legal executive. Many firms offer you a very good deal but you don't get the benefit of a fully qualified Solicitor. This is very important. . If buying, you will need to give the Estate Agent the name and address of your Solicitor so that he can provide the initial purchase details. This does not constitute a binding contract.

If selling, you will engage your solicitor in order to take up the title deeds to your property from your lender in order to draft contracts. Do this early on as taking up deeds from a bank or building society can take a few weeks.

## Step Three - House Hunting

---

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)

Once you know the amount you can afford to spend, you can really focus on finding the home that's best suited to you. You have to **find a house within your budget**.

Remember to have regard to the quality of life you want in your new home and bear in mind nearness to schools, shops and public transport and these will influence the re-sale value of your new home. Indeed, the advice is summed up in the somewhat tired but always correct cliché, "location, location and location".

## Step Four - Make an Offer

---

Buying a newly built home is pretty straightforward; you pay the booking deposit, paid on a refundable basis, to the estate agent and give him/her details of the name and address of your solicitor. The purpose of a booking deposit is to show that you are genuinely interested in the property and at this point the auctioneer will take the property off the market but you must remember that at this early stage neither the seller nor yourself are bound legally to go ahead. The auctioneer could come back to you and say that the seller has changed his mind and simply give you your money back. In a like fashion you can change your mind as well. If you see a property that you have fallen in love with therefore and still need to do a bit of investigation it can be a wise move on your part to put down the booking deposit and then carry out a lot of further investigation before you are legally committed.

Buying a second-hand home is often more complex as you may be competing with other prospective buyers. There are three vehicles for sale used:-

1. Sale by Private Treaty, which is a verbal offer, where the highest bid normally wins.

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)

2. Auction. Here you should engage your solicitor to make an investigation of title and, indeed, you can engage your solicitor to do the bidding at the auction for you. It is very important to remember that if your bid is accepted, you are legally bound to proceed with the purchase and must on the day of the auction have a bank draft for the 10% deposit.

In the case of auctions you should have completed steps 5 and 6 before making a bid.

Agree your absolute upper limit and stick to it.

3. Sealed Bid. This is employed if there are a number of buyers competing for a sale by Private Treaty or some commercial premises. People are invited to submit their highest bid in sealed envelopes to the estate agent. The bids are opened at the same time and the highest bid at that time gets the property. Here it is a good idea to put in some odd cents as this could make the difference in whether the house is knocked down to you or not.

## Step Five - Finalise your Mortgage Options

---

Get the deal and the package that suits you best. Make an appointment with your solicitor without delay. Inform the lender who your solicitor is as a copy of the loan approval will have to be sent to him/her.

The auctioneer will also ask you for details of the name and address of your solicitor and the auctioneer will then tell the solicitor for the seller to send out **contracts** to your solicitor.

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)

## Step Six - Structural Survey

---

On a second-hand property we would recommend that you engage an architect or civil engineer to do a structural survey. Remember you are buying the property as seen and no warranties will be given to you by the seller. We would also recommend a survey on new property, although you are in a far safer position due to guarantees normally provided by the builder. The legal maxim “caveat emptor” i.e. “buyers beware” applies in any purchase.

The survey carried out by the financial institution is for valuation purposes only.

It can take anything up to a month for contracts to arrive at your own solicitor’s office. So you have all of this time to carry out your own **investigations on the property**, view the neighbourhood, arrange a valuation for you bank and arrange a structural survey. Once you have arranged your valuation you will need to send it to your bank and subject to the valuation being acceptable, the bank will send you on your official loan pack or it will go to your solicitor’s office.

## Step Seven - Exchange of Contracts

---

By now you have spoken to your solicitor in relation to the financing of your conveyance. It is not advisable to sign any Private Treaty Contract until you have carefully considered and, where appropriate, completed the steps above. At this point you will, if buying, need to pay the contract deposit of 10% of the purchase price less any booking deposit you may have paid. The contract is not binding until signed by the vendor and returned to your solicitor.

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)

After signing of contracts, your solicitor will raise what are called 'Requisitions on title' and he/she will go through the title deeds and the title aspect in great detail. He/She will then requisition your loan cheque and when this arrives you will be asked for the balance of the funds necessary to complete the purchaser plus the legal fees and other expenses which you have negotiated with your solicitor earlier.

If you are successful at auction the contracts will be exchanged before you leave the auction rooms.

There is Glossary of Conveyancing Terms at the end of this booklet that will help you understand the property jargon.

## Step Eight - Closing Date

---

The closing date is normally 4 to 6 weeks from the signing of the contracts. It is the date arranged for the final legal transfer of the property where the remaining balance is paid to the seller, all legal documents are completed and the buyer gets the keys to the property.

**A word of caution.** If you are buying from a reputable firm of auctioneers it is fine to hand over a booking deposit but if you are buying from an individual who is not represented by an auctioneer, you should under no circumstances hand over any money. Just get the name of his/her solicitor.

If you have any questions in relation to purchasing a house, please do not hesitate to contact John Glynn & Co Solicitors. If you would like us to represent you in any transaction, we will be happy to give you a quote.

Our firm prides itself in offering a professional, efficient, friendly yet keenly priced service in respect of house purchase and sale. We are situated in the heart of Tallaght, servicing the local community and beyond for the past forty years.

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)

Thinking of buying or selling a house?

We are here to help!

**Contact us:**

John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24  
Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24  
Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

**[CONVEYANCING CALCULATOR](#)**



# Glossary of Terms

The following are legal and technical terms you may come across when buying your home:

---

**Advance:** The amount of your borrowing.

**APR:** An abbreviation for Annual Percentage Rate. An APR is an interest rate calculation designed to reflect the total cost of credit over the whole term of the mortgage.

**Caveat Emptor:** [Let the buyer beware]. At common law, a buyer was expected to look after his own interest and take the property as he found it. However, statute law now imposes implied conditions and warranties.

**Collateral:** Title deeds of your new property given as security against the repayment of the mortgage.

**Closing Date:** The date arranged for the final legal transfer of the property where the remaining balance is paid to the seller, the buyer receives the keys of the property and all legal formalities are completed.

**Contract of Sale:** The written legal agreement between the seller, known as the vendor, and the buyer, known as the purchaser, with regard to the property.

**Conveyance:** The transfer of ownership of property; the instrument effecting the transfer.

**Conveyancing:** The legal work done by the solicitors for the vendor and purchaser.

**Deeds:** Legal documents which confirm the owner's legal entitlement to the property.

**Deposit:** This is normally paid in two parts. A booking deposit to the estate agent, which is refundable, and a contract deposit, both usually making up a total of 10% of the contract price.

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

[CONVEYANCING CALCULATOR](#)

**Exchange of Contracts:** When both the purchaser and the vendor sign the contract and the deposit has been paid. It is at this moment that both parties are legally bound by the transaction.

**Freehold:** An interest in land being either a fee simple, a fee tail or a life estate. A fee simple is the largest estate in land where ownership is absolute.

**Ground Rent:** Annual rent, if demanded, paid on a leasehold title.

**Indemnity Bond:** An insurance bond taken out by the lender as additional security, depending on the size of the loan.

**Land Registry:** A government department which keeps records of ownership of most land and property in the State. The Registry of Deeds is a similar government body where unregistered properties are registered, normally in cities.

**Leasehold:** The interest created by a lease.

**Lessee:** The person to whom a lease is granted.

**Lessor:** The person who grants a lease.

**Mortgage:** A loan against the security of a property.

**Mortgagee:** The financial institution which lends the money secured by mortgage.

**Mortgagor:** The person who borrows money and whose property secures the loan.

**Mortgage Protection:** Life assurance cover.

**Principal:** The amount of the mortgage on which interest is calculated.

**Redemption:** Repayment of the mortgage in full.

**Search:** A legal investigation to establish what mortgages or judgements attach to the property being bought and/or vendor and purchaser.

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24

Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

**[CONVEYANCING CALCULATOR](#)**

**Spouse:** Husband or wife.

**Stamp Duty:** A government tax. Revenue raised by means of stamps affixed to written instruments e.g. Deed of Transfer.

**Subject to Contract:** Generally, an offer or acceptance made subject to contract means that no legally binding agreement or contract will exist until the formal contract has been completed by the parties. There may be a binding contract if the court can conclude that all the terms of a bargain have been agreed and set down in writing.

**Transfer:** A deed which transfers ownership of a property.

**Private Treaty Contract:** A contract that is negotiated outside an auction.

Thinking of buying or selling a house?

We are here to help!

**Contact us:**

John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24  
Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

Contact us: John Glynn & Co. Solicitors, Law Chambers, The Village Square, Tallaght, Dublin 24  
Tel: +353 1 451 5099, Fax: +353 1 451 5120, Email: [info@solicitor.net](mailto:info@solicitor.net)

**[CONVEYANCING CALCULATOR](#)**