

## On the Purchase of a Property What Should You Receive?

You have just purchased a property and the vendor's attorney has confirmed that the transaction is finished and since you have no attorney the vendor's attorney has requested that you attend her office to collect some documents.

On completion of the purchase title for the property would have been transferred into your name.

What then are the documents that you should expect to receive from the vendor's lawyer and what are they for?

These are:

- Where you bought cash the title duly registered in your name;
  1. Letter of possession identifying you as owner;
  2. Keys where there is a habitable home on the land;
  3. Letter to JPS and NWC
  4. In the case of a new development a General Electrical Inspection Report;
  5. Certificate of Payment of Taxes showing that property taxes are paid up to date;
  6. Up to date water rates receipt (where property has a NWC connection);
  7. Statement of Account showing nil balance and receipts for balance purchase price and closing costs paid by you

Where land is bought through a mortgage loan you are to expect to receive items 2-7. If you bought the property through a mortgage loan your mortgage company would retain the title hence at best, you would only receive a copy of the title registered in your name. Don't panic therefore when you do not receive the original from your lawyer.

Where land alone is purchased, there would be no keys and no up to date water rate receipt.

It is recommended that upon getting the letters to JPS and NWC you immediately attend those offices to seek to enter into your own contract for the supply of water and electricity.

Where you have purchased into a newly built residential development you must also obtain a General Electrical Inspection Report referable to your unit which you will need to support your application at JPS for supply to include installation of your meter.

In a typical Agreement for Sale utilities (especially water) is apportioned between the vendor and purchaser which means that at the end of the sale the account for water is to be current the vendor having paid it up to date.

For many years the policy of JPS was that it would enter into a new contract with the new owner even if the old account at the premises had a balance.

This is no longer the case as [no doubt to protect its own revenues] JPS is requiring that the last account at the premises also be paid up.

Time is important in these matters in order that you can know if any of the accounts is in arrears. If so, you then are able to quickly bring this to the attention of the vendor's attorney so that payment of the arrears or your refund having paid the arrears can be obtained.

Additionally the companies require current letters and where letters are older than 6 months will ask for new letters before proceeding with the application. To obtain new letters from the vendor's attorney or your counsel may attract a cost.

Finally if you are a cash buyer it goes without saying the need to secure your title in a safe place as loss of title will attract significant legal fees and costs for a replacement.

The hope is that when you purchase property based on this information you will be well armed to know what to expect and also where there are gaps in what is received know what to ask for.