

Legal Corner



What To Disclose When Selling A House

Advice for UK Property Sellers

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If you are selling your home and not asking the question “What do you have to disclose when selling a house in the UK?”, then you really should be doing so.

That's because there are potential legal and financial repercussions for being less than honest with a potential buyer.

To avoid legal difficulties, you will need to provide certain information. And, while you will want to make your home appear as desirable as possible in order to find a buyer, there are other obligations too.

While it is tempting to only offer positive information about your home in a bid to persuade someone to buy it, there may be issues in hiding some negative details which could put some buyers off.

It does seem counter-productive to have an ‘honesty is the best policy’ approach when selling a home, but this really is the best course of action.

What do you legally have to disclose when selling a house?

It's important to appreciate that secrecy is not permitted under any circumstances by law, so you'll need to declare all of the positive and also the negative details of your home.

That's because the buyer must have complete information to enable them to make the right decision before buying it.

Failing to do so could see you ending up in court, so you'll need to tell the buyer everything necessary on the Property Information Form, also known as the TA6.

Do you have to disclose bad neighbours when selling a house?



This form will need details of everything that may impact the buyer's lifestyle and enjoyment of their new home. So, if you are asking, 'Do you have to disclose bad neighbours when selling a house?' then yes, you do.

If you are having a long-running feud or [dispute with one of your neighbours](#) then you need to say so. If you have cracks appearing in the walls faster than they can be filled in, then this must be disclosed too.

Caveat emptor – buyer beware

Also, you'll need to be wary about anyone telling you that the rules when selling a home are 'caveat emptor' – which means 'buyer beware' – because while this is true, it's only a limited truth.

As we have mentioned, there is a legal obligation that a home seller must tell the buyer about any defects to their property, particularly if there is no way they could find out the information before exchanging contracts.

As an example, having an 'unregistered easement' which may be something like a right of way that isn't detailed on the title deeds will potentially cause an issue.

It's at this point that you should really [approach your solicitor](#) to help you work out what you need to legally disclose to your potential buyer.

The standard [conveyancing process](#) will give the buyer protection but you will need to answer the questions on the TA6 to give your buyer lots of information about your home that they would be unable to discover through standard searches or surveys.

Disclose more information to the buyer

The TA6 form has been extended and updated in recent years, so you must now disclose more information to the buyer, including:

- Details of neighbour disputes which includes those not adjacent to the property
- Information on your property boundaries between you and neighbours
- Any notices of planning permission or development of nearby properties (NOTE: this includes properties that are not just your neighbours)
- Building and alterations work that has been carried out in the property – which includes planning permission details and building control completion certificates.
- Your building insurance details.

From this list, the form obviously plays a crucial role and should be filled in – you can't pretend that you didn't see it since it's a legal requirement as part of the selling process.

Essentially, if your name appears on the title deeds of the property, then you are responsible for completing this document because it's one of the pre-contract documents that are bundled and are legally binding.

And it is this document that will lead to a buyer suing you if you deliberately conceal or lie about something on it.

The form will reveal more about their property



There's no doubt that for some people selling a home that the form will reveal more about their property that they would prefer to keep quiet.

So, what happens if you decide not to complete the form?

Essentially, there's no compulsory requirement to complete the form and most conveyancing solicitors will insist that you do fill it out.

This will be the case if they are holding a [Conveyancing Quality Scheme accreditation](#) which establishes the protocol.

In theory, if your solicitor says you don't have to complete the form then you may decide not to.

However, not completing the form will create an issue for the buyer's solicitor and since it's now a standard part of the conveyancing process they will be asking particular questions and expecting answers.

Should you avoid giving the answers it will become obvious that you've got something to hide.

It's at this point that your buyer may 'smell a rat' and decide to [gazunder](#) you or even pull out completely. In some cases, the buyers' solicitor may advise that the purchase does not proceed.

Avoid the temptation to tell a little lie

Alongside non-completion of the form, avoid the temptation to tell a little lie. Or even a big one.

As an example, you may say that you get along with all of your neighbours and you have never had a run-in with any of them.

However, if it later transpires that you've been involved with a long-running row with a neighbour about noise or there's a boundary dispute with the property next door, then you're in hot water.

This information may come to light should a neighbour reveal after the [exchange of contracts](#) that you've lied, then the buyer will be entitled to seek legal redress.

Imagine how you would feel if you had bought a property and had problem neighbours – you would be looking to sue the seller. So, why would your buyer not sue you?

Use your solicitor wisely

It's also worth highlighting that if you have any issues then you should discuss these with your [solicitor](#). For example, if you've had a minor falling out with a neighbour and it's been resolved, then they can help you decide whether you should declare this on the form or not.

Another issue when it comes to declaring problems with your property to a potential seller will cover issues with the previous owner.

There's no point being vague with answers so you could honestly answer to the 'any building works' questions that you've not carried out any building work since you have owned the property.

However, this is a grey area. If you know that significant building works were carried out previously to your home ownership then these works should be mentioned.

There are other questions you may have on [what to disclose to a potential property buyer](#) in the UK and here are some of them:

Do you have to disclose if someone died in a house in the UK?



You should put this information on the form – though realistically for a very old house there may be information you are unaware of. Also, not all legal experts agree that this information has a ‘material impact’ on the disclosure process so it’s best to speak with your solicitor.

The law makes clear that you should disclose a murder or suicide though natural death is a grey area. Expect a potential buyer to [negotiate a discount](#) should they find out.

And these questions are rare, but still deserve answers:

- Do you have to disclose a fire when selling a house?
- Do you have to disclose a burglary when selling a house?
- Asbestos disclosure when selling a house in the UK

The answer to all of these questions is that it is best to list them and detail the repairs or [security improvements](#) that you undertook.

[Asbestos](#) is obviously an issue and you will need to highlight its presence to a potential buyer because should it be disturbed then experts will need to be brought in to remove it safely.

What must estate agents disclose in the UK?

Appointing an [estate agent](#) to act on your behalf for selling your home means that they will need to advise a potential buyer on what is on the TA6.

Should you decide to withhold information on the form and from your agent, then this will be considered as misrepresentation and will delay the process of selling your property. Also, there will be issues that may affect the valuation of the property too.

Do estate agents have to disclose survey results?

The short answer to the question 'Do estate agents have to disclose survey results?' is 'Yes'. Under the consumer protection regulations, they must disclose pertinent information about the property which may influence the buyer's decision.

Pertinent information is defined as information that should be disclosed at the earliest opportunity and which may be material to advise a decision and entering into a transaction.

For example, if there been several failed bids to buy a property because the [roof needs replacing](#), then the estate agent should be flagging this up when you take an interest in a property and particularly before you make an offer.

Should your buyer decide to sue you



Finally, it's also worth noting where you stand should your buyer decide to sue you.

They may decide to take action under the Misrepresentation Act 1967 and the burden of proof has shifted from the buyer to the seller.

This now means that the buyer no longer has to prove that you lied on the form, it's now up to you to prove that you did not, should they decide to make a claim.

Then, should a court find you guilty of misrepresentation, which covers negligence and fraudulent activity, you can be ordered to pay damages to the buyer.

Depending on the nature of the problem, this could cost you tens of thousands of pounds.

Worst-case scenario

In a worst-case scenario, should the court decide that your misrepresentation was serious enough, then they can force you to buy back the property and cover the buyer's expenses, including legal costs and mortgage interest.

This is known as issuing an 'order of rescission' and is likely to cost you a small fortune.

It's also worth noting that the issue of misrepresentation is not just confined to the property information form. If you deliberately misrepresent your home to a potential buyer by concealing progressive, major cracks that you suspect – or know – are caused by substantial [subsidence](#), then this will cause a problem too.

The bottom line about what you have to disclose when [selling a house](#) in the UK is a need to be honest. That's because the cost and hassle involved should a buyer decide to sue you for misrepresentation will far outweigh the potential embarrassment of disguising or lying about property defects or neighbour issues.

More information

[Consumer Protection from Unfair Trading Regulations 2008.](#)