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**Knowing how much to charge for fixtures and fittings when selling a house can be a crucial issue and it's important you don't get it wrong, so you don't end up out of pocket – or lose the sale!**

The issue of knowing which features and fittings to leave behind, or take with you, can be contentious because there's no specific law covering the subject.

And since different vendors and buyers will have differing expectations of what constitutes fixtures and fittings, means you need to clarify what will be included when you [sell your property](#).

It's important to understand that a vendor is not obliged to leave behind any fixtures or fittings but there is an obligation for them to clarify what they will take.

**To avoid any conflict, it is usual for the creation of an inventory to detail what will be left, and this is attached to the sales contract.**

Should an inventory not be completed by the vendor, it should be assumed that the fixtures will be left, but the fittings will be taken by the vendor – unless this is clearly stated otherwise.

And should a fixture be removed without the house buyer being forewarned, means the vendor could find themselves facing a Small Claims Court with the buyer wanting to recoup the cost of replacing a new fixture.

## What is a fixture and fitting?

When it comes to finding out what is a fixture and fitting, there is no set definition as to what constitutes either item. It is generally understood that:

- A **fixture** is any item that has been bolted or screwed to the walls or floor;
- A **fitting** tends to be freestanding or has been hanging by a hook or nail.

To help define what a fixture or fitting is, this list may help.

### Fixtures

- Kitchen units;
- Bathroom suites – including toilets, baths and sinks;
- Plugs;
- Built-in wardrobes and cupboards;
- Light fittings;
- Wall paintings.

### Fittings

- Carpets;
- Television aerials and satellite dishes;
- Free-standing ovens, fridges and washing machines;
- Curtains and curtain rails;
- Lampshades
- Sofas and beds plus other freestanding furniture items.

## Why an inventory of fixtures and fittings is important



To some people, it may appear to be inconsequential as to whether they leave behind or take items from their home when selling.

So, while removing a towel rail or a plug may not drastically affect the value of a property, that's not the same when lots of fixtures and fittings are removed.

That's because they can cost thousands of pounds to replace – and could make a huge difference to the property's value.

**For example, if the seller takes all their fitted and freestanding furniture, plus central heating fixtures, the telephone, fireplaces, satellite dishes, carpets and curtains, the house buyer is looking to fork out £15,000.**

It's for this reason that it's worth taking the time as the house owner to clarify what you will and will not be leaving in a property before the sale is finalised.

It's also crucial that the buyer understands what they are getting – and what they are paying for.

Having an inventory list means avoiding legal issues that could lead to an appearance in a Small Claims Court.

## How to negotiate fixtures and fittings

For the house buyer, having the right negotiation technique will mean they will get the most for their money.

For both parties, good negotiation techniques include:

- **Remain polite and calm** when negotiating fixtures and fittings – falling out may lead to the sale falling through;
- **Avoid confusion** by making clear to both parties which fixtures and fittings are being left;
- **Negotiate face-to-face** so you can gauge responses and discuss what will be left;
- Along with being polite, **be friendly** so the other party is more willing to work with you;
- As the seller, consider which of the **fixtures and fittings you really do need to take**;

- Both parties should **avoid making unreasonable demands** because this will lead to confrontation and potentially a worse deal.

Finally, you will need to write down any agreement that has been made to avoid confusion and confrontation later.

## The TA10 Fittings and Contents form explained

It helps that when you are selling a residential property in England, you are required to complete the T10 [fittings and contents form](#).

This will stipulate which fixtures and fittings are included in the house sale.

This form makes it clear to both the seller and buyer:

- Which items are included in the property purchase price;
- Which items the seller will be leaving and are not included in the property purchase price.

It is this last point that means a price will need to be negotiated between the seller and buyer for items that the buyer wants to buy.

For example, this may include items such as curtains, light fittings, furniture and freestanding white goods.

**However, a buyer is under NO OBLIGATION to buy anything the seller is leaving.**

The T10 fittings and contents form is split into 11 sections and the seller has to tick the boxes to say whether a particular item is included, is non-applicable or excluded.

So, when the box for an item is to be excluded from the house sale price, it's up to the vendor to offer to sell it to the buyer and put a price on it.

The buyer must then decide whether they want to buy those items.

The buyer will have to negotiate directly with the estate agent or the vendor, or they can instruct their conveyancing solicitor to carry out negotiations – but this may cost extra.

## Fixtures and fittings – the situation in Scotland





The law covering fixtures and fittings is different in Scotland because residential transactions will rely on Scottish Standard Clauses.

**Essentially, an inventory of a property's contents is not prepared, unlike the situation in England.**

Instead, under Clause 1 of the Scottish Standard Clauses, the fixtures and fittings, as well as the property contents that will be included at the date of entry (which is when the buyer takes possession of the property), are listed.

The definition of fixtures and fittings is similar in Scotland, and any movable items that have not been specified in Clause 1 and removed from the property before the date of entry – could see the buyer making a claim against the seller.

This means that things such as a marble fireplace would be expected to remain in the property as its removal would cause material damage to the decoration and fabric of the property. Its cost should be included in the price.

## **Fixtures and fittings – avoiding stamp duty**

For those who are buying or selling a home, you may be tempted by some online forums that recommend ways of mitigating a stamp duty bill.

Firstly, Stamp Duty Land Tax is a tax on land and property transactions.

**And unless you are a first-time buyer who will be meeting certain criteria, everyone is required to pay stamp duty on residential property in England or Northern Ireland.**

**In Wales, this is known as the Land Transaction Tax, and in Scotland, it is the Land and Buildings Transaction Tax.**

However, stamp duty mitigation is a way to avoid paying stamp duty or trying to reduce it.

This could be a risky undertaking because one of the recommended routes is to pay for the fixtures and fittings separately.

By doing so, you will reduce the property's price which will then reduce the stamp duty bill.

However, this may mean over-inflating the price of the fixtures and fittings.

The risk is that those properties that are just below the stamp duty threshold, currently it is £250,000 in England, will be scrutinised by HMRC.

**And if the fixtures and fittings are found to be overvalued, then you are facing a potential penalty for the fraudulent attempt to avoid paying tax.**

## How to price up the fixtures and fittings





One of the issues when you need to fill in the T10, the fittings and contents form, is knowing how much to put down as the value of an item.

For many people, this can be a tricky undertaking and the seller will need to appreciate:

- Spending a fortune on blinds or fitted wardrobes does not mean they are worth the same amount to a buyer;
- Overpricing items may lead to fraught negotiations;
- Be realistic about what you are leaving behind.

**This last item is particularly important because, for example, are you really thinking about taking the garden shed to your new property? If not, then leave it behind as a gift or ask for a reasonable amount.**

As the buyer, you should not take at face value what the seller is asking for, and you could research the prices by:

- Seeing how much used white goods cost on eBay and Facebook Marketplace;
- Consider what a brand-new replacement will cost;
- If the seller is asking too much, call their bluff.

**As an example, for this last item, you may be buying a property where the vendor has had custom blinds made for a window and it is unlikely they will fit in another property.**

Here, it would be reasonable to refuse to pay the full amount that the vendor wants so you could pay a smaller amount and reasonably expect that the blinds will be left behind.

Remember too that the fittings and contents form defines what will and will not be left by the vendor and if something has been removed, then the house buyer will

need to contact the seller or the estate agent and ask for the item to be returned. That's because the buyer is the rightful owner of the item and has paid for it.

Again, the fittings and contents form is another area to negotiate and there's no reason why the buyer should pay for something the seller wants to leave.

## Getting legal advice on fixtures and fittings

There's no doubt that a buyer may feel duped if something they are expecting to remain in the property has been removed.

**This is where finding a good solicitor, or an experienced conveyancing solicitor is important.**

Their role in the house buying journey is crucial and the [conveyancing process](#) is more involved than many homebuyers anticipate.

The fittings and fixtures form will need to be checked by the solicitor and the house buyer so they are aware of what they are buying – and that the property is worth what the seller wants.

Remember, to avoid a legal dispute – or being handed a bill after selling a home – be honest about what you are leaving and what it is worth. If you haven't got room for something, or it's too much hassle taking it, then strike the right note and impress the buyer with your compromising.