buying your home in Northern Ireland

SIMMONS MEGLAUGHLIN & ORR
A MEMBER OF THE LAW GROUP

Client guide · Autumn 2026 · mortgages, stamp duty, surveys, title and completion

A step-by-step guide for buyers

Buying a home is the biggest purchase most people ever make. This guide walks you through every stage, from mortgage to keys. It explains what we do as your solicitor, what your lender will expect, and the checks that only you and your surveyor can carry out.

The ten stages of your purchase

1 Mortgage in principle
Speak to a broker or lender and know your budget before you view.

2 Offer accepted
The estate agent issues a sale agreed memo to both solicitors.

3 Instruct us
Sign our terms of business, and provide ID and evidence of your funds.

4 Survey and valuation
Your own survey, plus the lender's valuation.

5 Title and enquiries
We check title, searches, property certificates and replies to enquiries.

6 Mortgage offer
We check its conditions and report to you and your lender.

7 Sign the contract
With special conditions and the fixtures list agreed. The deposit is paid.

8 Pre-completion
Final searches, insurance in place, the deed signed and funds cleared.

9 Completion
Money transferred, deed handed over, keys released to you.

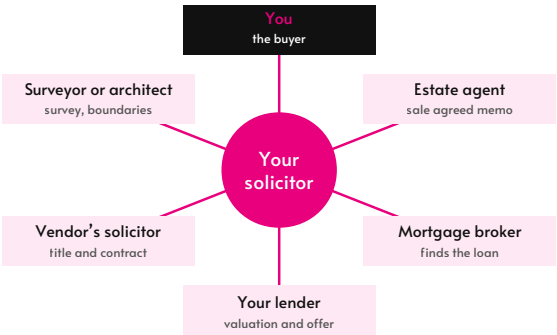
10 After completion
We pay stamp duty, register you at the Land Registry and send the deeds to your lender.

A straightforward purchase usually takes eight to twelve weeks from offer to completion. New builds, first registrations and long chains can take longer.

Keeping everyone talking

A purchase involves at least six parties. We sit at the centre. We take the sale agreed memo from the estate agent, and keep your broker and lender informed of progress and of anything that affects the loan. We deal with the vendor's solicitor on title, contract and completion, and pass your surveyor's or architect's findings back into the legal work.

Please copy us into anything important you agree directly with the agent or the vendor, such as a change of price, date or included items. A promise made at a viewing is not binding unless it is written into the contract.



The Home Charter Scheme

We are a member of the Law Society of Northern Ireland's Home Charter Scheme. It sets assured standards for how your purchase is handled, and your file may be inspected by the Law Society as a quality check.

Your first steps

Sign and return our terms of business. Send photographic ID and proof of address. Tell us where your deposit is coming from. Book your survey the day your offer is accepted.

Making an offer

Offers go through the estate agent and are usually "subject to contract" and to mortgage and survey. Nothing is binding until contracts are signed by both sides, so either party can still withdraw, and gazumping is possible until then.

Chains

If your vendor is buying another property, or you are selling, the transactions are linked. Completion dates must line up, and a delay at any point holds up everyone. We keep in touch with the other solicitors so you know where the chain stands.

What slows things down

Missing title deeds, unregistered land, planning or building control gaps, a late mortgage offer, a vendor slow to answer enquiries, or funds that cannot be verified. The quicker you return documents to us, the quicker we can move.

Your mortgage, your deposit and proving where the money comes from

Getting a mortgage

- Decision in principle: a broker or lender checks your income, credit and deposit and indicates how much you can borrow. It is not a promise to lend.
- Full application: once your offer is accepted, the broker submits your application with payslips, bank statements and ID.
- Valuation: the lender instructs a valuer to confirm the property is adequate security. This protects the lender, not you.
- Mortgage offer: the lender issues a formal offer, usually valid for three to six months. We receive a copy.

Read the offer carefully. Check the rate, the term, early repayment charges and any special conditions, such as a retention until repairs are done, or a requirement for a septic tank certificate or a building control completion certificate. We will explain anything that is unclear.

We act for your lender too

In most purchases we also act for your lender, under the UK Finance Mortgage Lenders' Handbook. We must report anything that affects the security, such as a price difference, a cashback, a defect in title or a problem with planning. We cannot keep information from your lender that it is entitled to know.

What your lender will expect

- A good and marketable title, free of problems that affect value.
- Planning permission and building control approval for the property and any alterations.
- Buildings insurance in place from completion, at least for the reinstatement value in the valuation.
- The mortgage deed signed by every borrower, and consent from any adult who will live there.
- Registration of its charge at the Land Registry.

A valuation is not a survey

The lender's valuation tells the lender the property is worth the loan. It is not an inspection of the condition of the building and it will not find hidden defects. You need your own survey. See page 4.

Your deposit and the balance of the price

You will usually pay a deposit when you sign the contract. Before completion we send you a completion statement showing the balance you must provide: the price, less the mortgage, plus stamp duty, registration fees, searches and our fees.

- Funds must reach us by bank transfer at least 24 hours before they are needed, and must be cleared.
- We do not accept cash above £1,500, other than for our own fees.
- Delay in sending funds can delay completion, and the contract may make you liable for interest and costs.

Anti-money laundering: source of funds

The law requires us to verify who you are and where your money comes from before we can act.

- Original photographic ID and a recent utility bill or bank statement.
- Bank statements showing the savings building up over time, usually six months or more.
- For gifted deposits: a signed gift letter, ID for the giver, and evidence of their funds. Your lender must also agree to the gift.
- For sale proceeds, inheritance, compensation or investments: the completion statement, probate or settlement papers.

If we cannot verify the funds, we cannot proceed. In some cases we are required to report to the National Crime Agency and may not be able to tell you we have done so.

Protect yourself from email fraud

Criminals target house buyers with fake emails that appear to come from solicitors. Our bank details will never change by email. Before you send any money, phone us on a number you already know to confirm the account details.

Choosing the right mortgage

- Repayment: each monthly payment covers interest and some of the loan, so the debt is cleared by the end of the term. This is the usual and safest choice.
- Interest-only: you pay only the interest and must repay the whole loan at the end from savings or an investment. Few lenders offer it for home purchases.
- Fixed rate: the payment is certain for two, five or more years. There are usually penalties for leaving early.
- Tracker or variable: the rate moves with the Bank of England base rate or the lender's own rate, so payments can rise or fall.

Think about how long you will stay, how much certainty you need and whether you may want to overpay. Your broker will advise on the product. We advise on the legal terms of the offer.

Shared ownership and help for first-time buyers

Co-Ownership in Northern Ireland lets you buy a share of a home and pay rent on the rest, then buy further shares over time. Your lender, Co-Ownership and we all have a role, and there are extra documents to sign. Ask us early if you are considering it, as timescales are longer.

Protecting your home and your family

Mortgage protection or life cover pays off the loan if a borrower dies. Some lenders insist on it. Critical illness and income protection cover can keep payments going if you cannot work. Talk to your broker or a regulated financial adviser and have cover in place by completion. Check whether a lender's own policy is compulsory, and compare the market before you accept it. If you are self-employed, or your income includes bonuses or overtime, allow extra time for the lender to assess it. We do not give financial advice.

Stamp duty land tax, registration fees and the other costs of buying

Stamp duty land tax (SDLT) applies in Northern Ireland on the same basis as in England. It is charged in slices, so each rate applies only to the part of the price within that band. The purchaser pays it, and the return must be filed and the tax paid within 14 days of completion. We file your return and pay the tax from the funds you provide.

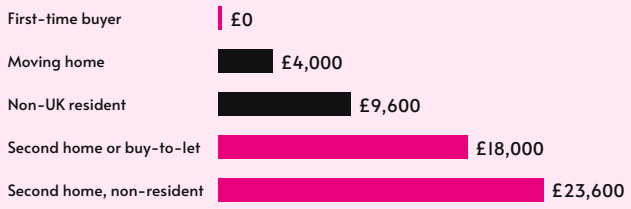
Part of the price	Standard	First-time buyer
Up to £125,000	0%	0%
£125,001 to £250,000	2%	0%
£250,001 to £300,000	5%	0%
£300,001 to £500,000	5%	5%
£500,001 to £925,000	5%	no relief
£925,001 to £1.5m	10%	no relief
Over £1.5m	12%	no relief

- First-time buyer relief applies only if every buyer has never owned a home anywhere in the world, will live in the property, and the price is £500,000 or less. Above £500,000 it is lost completely.
- Additional properties: if you will own more than one home at the end of the completion day, such as a second home or a buy-to-let, add 5% to every band. This applies from the first pound, on purchases of £40,000 or more.
- Non-UK residents pay a further 2% on top. If you spend 183 days in the UK in the following year you may be able to claim it back.
- Buying before you sell? You pay the 5% surcharge up front, but can reclaim it if you sell your previous main home within three years.

Worked examples

Buyer and price	How it is worked out	SDLT
First-time buyer, £280,000	All within the £300,000 nil band	£0
First-time buyer, £400,000	5% on £100,000 above £300,000	£5,000
First-time buyer, £550,000	Over £500,000, so standard rates apply	£17,500
Moving home, £280,000	2% on £125,000 plus 5% on £30,000	£4,000
Moving home, £350,000	£2,500 plus 5% on £100,000	£7,500
Buy-to-let, £280,000	£4,000 plus 5% of £280,000	£18,000
Non-resident mover, £280,000	£4,000 plus 2% of £280,000	£9,600

The same £280,000 house, five different bills



Land Registry fees

Land and Property Services charges a fee to register your ownership, based on the price. The current scale for a transfer of registered land under the 2014 Fees Order is:

Price	Electronic	Paper
£100,001 to £150,000	£220	£260
£150,001 to £200,000	£310	£370
£200,001 to £250,000	£355	£425
Over £250,000	£445	£535

A separate fee is payable to register your lender's mortgage. Unregistered land requires first registration, with its own fees and a registration map. New fees are proposed for 2027, and we will always quote the current figures.

Your purchase budget checklist

- ✓ Deposit and the balance of the price
- ✓ Stamp duty land tax
- ✓ Land Registry fees for your title and your lender's charge
- ✓ Searches and property certificates from the council, DfI Roads and NI Water
- ✓ Our professional fee, the £50 professional indemnity contribution, and VAT
- ✓ Your survey, and any architect's or engineer's reports
- ✓ Lender and broker fees
- ✓ Buildings and contents insurance, and life cover
- ✓ Removals, and a share of the rates from completion

Rates, not council tax

Northern Ireland has domestic rates, collected by Land and Property Services and based on the capital value of the house. Rates are apportioned on completion, and you pay from the day you get the keys. There are no domestic water charges in Northern Ireland at present.

Other stamp duty points

Gifts and transfers between spouses are usually free of SDLT, but taking over a mortgage counts as payment. Shared ownership buyers can choose how SDLT is calculated. Every buyer must sign the return, and an error can lead to penalties, so tell us about any other property you own anywhere in the world.

Surveys, planning, building control, boundaries and warning signs

Get a proper survey: always

We do not inspect the property, and your lender's valuation will not tell you about its condition. Only a qualified surveyor who walks through the building can do that. We strongly advise a full structural survey on every purchase, and certainly on older, extended or rural properties.

RICS survey	Best for	What you get
Level 1, condition report	Newer, conventional homes in good order	Traffic-light ratings, no advice
Level 2, HomeBuyer	Standard homes in reasonable condition	Defects, repairs and some advice
Level 3, building survey	Older, larger, altered or rural properties	A full structural inspection and repair advice

Ask the surveyor to look specifically for dangerous materials such as asbestos, and for signs of damp, movement or subsidence, defective roofs and drainage, and any alteration that may need approval. Tell us what the survey finds before you sign the contract, not after.

Boundaries: get a certificate of identity

Land Registry maps in Northern Ireland show general boundaries only. They do not fix the exact line of a hedge, wall or fence. We strongly recommend that you ask a surveyor or architect to compare the title map with the boundaries on the ground and issue a certificate of identity confirming they match. We will supply the title map on request. Disputes over a few feet of garden or a shared lane are among the most bitter and expensive we see.

Buying in the country

Rural homes bring their own questions. Is the water from a private well or spring, and is it tested? Does the access lane cross a neighbour's farm, and is there a written right of way? Is there an agricultural occupancy condition limiting who may live there? Is any land let in conacre or grazed by others? Are there overhead lines, wind turbines or farm buildings close by? Your surveyor and we will look at these together.

Planning and building control

Every house, extension, garage, attic or garage conversion, conservatory and change of use needs to have been built with planning permission and building control approval.

- We request property certificates from the council and statutory bodies, and raise enquiries with the vendor.
- We do not check that the building on the ground matches the approved plans. Your architect should inspect the planning and building control files and certify that the property complies.
- If approvals are missing, the vendor may need to obtain a regularisation certificate or a certificate of lawful use before completion. Your lender may insist on this.
- Where a planning permission required sight lines at an entrance, your architect must confirm in writing that they are achievable and protected. We then take it up with the vendor's solicitor.

Septic tanks

Many rural homes rely on a septic tank or treatment plant. It needs consent to discharge from the NI Environment Agency and should be inspected by an engineer. On a new house with a mortgage, we need evidence that it has been commissioned and licensed before we request the loan funds.

Warning signs to look out for

- Extensions or attic rooms with no approvals
- Shared driveways, lanes or services, and whether rights of way are written into the title
- Paths, pipes or cables crossing the land for a neighbour
- Private roads or sewers not yet adopted
- Flooding history, or a site near a river
- Japanese knotweed, large trees near the house, cracks and movement
- Spray foam insulation, or leased solar panels, which some lenders refuse
- Listed buildings and conservation areas
- Ground rent or a leasehold title

Buying an apartment

Apartments are usually leasehold, with a management company responsible for the common parts. We check the lease, the service charge and any reserve fund, the building insurance and the management company's accounts. For taller or clad buildings, lenders may require fire-safety evidence such as an EWSI form. Ask the agent early about service charges and any planned major works.

What we do: from checking the title to sending your deeds to the lender

Making sure you get good title

Our central job is to make sure the vendor owns what they are selling, can sell it to you free of any mortgage, and that you receive a good and marketable title your lender will accept. We:

- Examine the Land Registry folio and maps, or the title deeds if the land is unregistered.
- Check rights of way, burdens, covenants and any ground rent.
- Carry out searches in the Land Registry, Registry of Deeds, Statutory Charges Register, and the bankruptcy and judgments registers.
- Review the property certificates and the vendor's replies to pre-contract enquiries.
- Raise requisitions on title and insist that problems are resolved before you are committed.
- Report to you in writing on the title and anything unusual.

The contract and special conditions

Contracts in Northern Ireland use the Law Society's standard General Conditions of Sale. The protection for your particular purchase comes from the special conditions we negotiate. For example:

- The vendor to produce missing planning or building control approvals.
- A septic tank certificate or engineer's report.
- Repairs identified in your survey to be done before completion.
- A rectification of the title or map, or a new right of way.
- An agreed completion date.

You sign the contract first. It becomes binding once the vendor signs and it is returned. From that point neither side can walk away without serious consequences, so every concern must be resolved before you sign.

Fixtures and fittings

The vendor completes a list of what stays and what goes, including curtains, carpets, white goods, light fittings, sheds, oil in the tank and garden items. The list becomes part of the contract. Check it against what you were promised at viewing and tell us of any difference.

Deed, completion and registration

- We prepare the deed transferring the property to you, and your mortgage deed, and arrange for you to sign them.
- We send the lender a certificate of title and draw down the loan.
- On completion we pay the vendor's solicitor, receive the signed deed and arrange for the keys to be released.
- We file your SDLT return and pay the tax within 14 days.
- We register your ownership and the lender's mortgage at the Land Registry, dealing with any queries the Registry raises.
- When registration is complete, we send the title documents to your lender, and copies to you.

Buying a new build

We also check the builder's structural warranty, such as NHBC or Premier Guarantee. We check that the roads and sewers will be adopted, backed by bonds under Article 32 of the Private Streets (NI) Order 1980 and a sewer adoption agreement with NI Water. We confirm that building control completion and any septic tank licence are in place before the loan is released.

Insurance

Your lender will require buildings insurance from completion. It must cover at least the reinstatement figure in the valuation and meet the lender's terms, which are usually set out in the mortgage offer. We recommend arranging cover from the day the contract becomes binding. Contents insurance and life cover are your decision, but please consider them.

How will you own it together?

If you are buying with someone else, you must decide how to hold the property:

- Joint tenants: you own the whole together. On a death, the survivor automatically takes the whole, whatever the will says. This is common for married couples.
- Tenants in common: each owns a defined share, which passes under their will. This suits unmarried couples, friends, and buyers who put in different amounts.

Where contributions differ, we recommend a declaration of trust recording who paid what. Buying a home is also the right moment to make or update your will.

Ground rents and leasehold houses

Many houses in Northern Ireland, particularly in towns, are held under long leases or fee farm grants with a small annual ground rent. We will tell you if there is one, who it is paid to and whether there are covenants in the lease. In most cases the ground rent can be redeemed under the Ground Rents Act (NI) 2001, and we can advise on the cost.

Completion day and moving in

On completion day we transfer the funds and, once the vendor's solicitor confirms receipt, the keys are released, usually through the estate agent. Take meter readings, and tell LPS for rates and your electricity, gas or oil suppliers. Redirect your post, and update your address with your bank, employer and doctor. Keep your insurance documents and our completion letter safe.

The searches and certificates we obtain

Land Registry folio and title map, or Registry of Deeds searches for unregistered land. Statutory Charges Register, covering planning notices, grants and other statutory charges. Bankruptcy and Enforcement of Judgments Office searches against the vendor. Property certificates from the local council for planning and building control, from DfI Roads on road adoption, and from NI Water on sewers and water mains.

Please read carefully

What we do not do: the limits of our role under our terms of business

Our terms of business set out matters that fall outside our role as your solicitor. You must instruct suitably qualified advisers, such as a surveyor, architect, engineer or accountant, to deal with them. We list them here so there are no surprises.

1. **No accountancy, tax or financial advice** in connection with the purchase, beyond dealing with stamp duty on the purchase itself.
2. **No liability for third parties.** We are not responsible for the services of surveyors, brokers, architects, engineers or other advisers, even where we introduce them.
3. **Our advice is for you.** No third party may rely on it.
4. **We do not inspect the property.**
5. **Structure and dangerous materials.** Retain a surveyor to carry out a full structural survey, including checks for dangerous materials.
6. **Boundaries.** We do not confirm that the title deeds and maps match the physical boundaries. Employ an architect or surveyor to check this and to prepare any registration map. We will supply the title map on request.
7. **Rights of others.** We cannot advise on rights of way, services or other rights third parties may exercise over the land that are not on the title. A surveyor should report on anything apparent on the ground.
8. **Septic tanks.** We cannot advise whether a septic tank meets environmental regulations. An engineer should inspect it and check with the statutory authorities. For a new house with a mortgage, we need evidence of commissioning and a licence before we request the loan funds.
9. **Planning and building regulations.** We do not advise on whether the building complies with its planning permission or building regulations. Your architect should check the files and certify compliance.
10. **Sight lines.** We do not advise whether sight lines required by a planning permission are protected by easements over neighbouring land. Your architect must confirm this in writing, and we will then take the matter up with the vendor's solicitor.
11. **Alterations.** Any alteration you make will need planning permission and building control approval. Existing alterations should be checked by an architect for structural soundness and compliance.
12. **First registration maps.** Where the property needs first registration, you must instruct a surveyor to prepare the registration map. We will provide the maps we hold.

We assume you are buying the property for your own use unless you tell us otherwise. All payments must be made by bank transfer in cleared funds.

Your responsibilities

- ✓ Give us accurate, complete instructions, and tell us at once if anything changes
- ✓ Book your survey and read it before signing
- ✓ Visit the property again before completion to check its condition, and that the fixtures and fittings are there
- ✓ Arrange buildings insurance and meet the conditions of your mortgage offer
- ✓ Send cleared funds on time, after confirming our bank details by phone
- ✓ Tell us about anything you have agreed directly with the vendor or agent

Our view

Most problems we see after completion could have been found before the contract was signed, through a proper survey, an architect's compliance check and a boundary certificate. They cost far less than the problems they prevent.

Words you will hear

Folio	The Land Registry record of a registered title
Burden	A right or obligation affecting the land, such as a right of way
Requisitions	Formal questions we raise on the title
Completion	The day the money is paid and you become the owner
Certificate of title	Our report to your lender that the title is good
Easement	A right over a neighbour's land, such as a right of way or drainage

If something goes wrong

Speak first to the solicitor handling your purchase. If you are still not satisfied, our complaints procedure, set out in our terms of business, will apply, and you may then refer the matter to the Law Society of Northern Ireland. You can also ask the Law Society to review our fees. We welcome feedback. Most concerns are resolved quickly by a phone call, so please raise anything that worries you as soon as it arises rather than waiting until the end. If you believe our bill is too high, ask us to explain it first. You then have the right to have it checked independently, within the time limits set out in our terms of business.

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The law is rarely one size fits all. While the same legal principles apply, every case turns on its own facts. This guide is reviewed and updated as the law and tax rules change. This guide is general information based on the law, rates and fees in force at Autumn 2026. It does not replace our terms of business or advice on your purchase.

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