

NEWSLETTER

About our Newsletter

Welcome to our Legal Updates Newsletter Autumn 2026

Here we will showcase articles written by our team giving you the latest legal insights on a range of areas. From what help is available for First-Time Buyers to Resolving a Property Dispute under TOLATA, we've got a varied range of features on show to keep you informed.



QualitySolicitors Parkinson Wright

WHAT HELP IS AVAILABLE FOR FIRST-TIME BUYERS?

According to the BBC, the average age for a first-time buyer is now 34, the highest in decades. Only six per cent of first-time buyers are under 25, compared to a quarter of those buying their first homes in the 1990s.

Given the difficulties for young people getting onto the property ladder, QualitySolicitors Parkinson Wright's Residential Property Team explain some of the help available to first time buyers in terms of government-backed schemes and other sources of support.

Government-backed schemes

There are several government-backed schemes aimed specifically at first-time buyers. These include:

First Homes scheme

This scheme helps first-time buyers buy a new-build home at a discount to market value. However, you and any co-buyer must meet certain conditions. For example, your joint income cannot be more than £80,000 (or £90,000 in London). Unlike shared ownership schemes, there is no rent to pay. However, you will have to comply with certain conditions during your ownership.





For example, you may not be able to let your property for long periods. In addition, when you come to sell, you must comply with the scheme's rules. This limits who you can sell to. In addition, a percentage of the sale proceeds, reflecting the original discount, will go back to the government.

Freedom to Buy scheme

This is a type of mortgage guarantee scheme, backed by the government but offered by individual lenders. It helps home buyers access higher loan-to-value mortgages without the requirement of a large deposit. Many mainstream lenders, such as Halifax and Barclays, offer mortgages that only require a five per cent deposit. For some, this can be a good route to home ownership. However, you must still prove you can afford the repayments. Having a small deposit also increases the risk of negative equity which could become a problem if house prices dip in the future.

“STAMP DUTY LAND TAX (SDLT) IS A TAX PAYABLE ON THE PURCHASE OF RESIDENTIAL PROPERTY BASED ON ITS VALUE. AS A FIRST-TIME BUYER, YOU SHOULD BENEFIT FROM A LOWER RATE OF SDLT.”



Lifetime ISA

A Lifetime ISA can help you save for a deposit, with the government adding a 25 per cent bonus to your savings up to a maximum of £1,000 each year. As with any financial product, it is important to ensure it is right for you. There are, for example, penalties for unauthorised withdrawals from Lifetime ISAs, which have caught some savers out, and it is a good idea to get independent financial advice before committing yourself.

Help to Buy ISA

The Help to Buy ISA is no longer available to new savers. If you have been saving into one though, you can continue to do so until November 2029 and you have a further year to claim the 25 per cent bonus the government will add to your deposit when buying your first home. For some savers, it may make sense to transfer their savings into a Lifetime ISA, and if you have a Help to Buy ISA this is something you should consider discussing with your financial adviser.

Stamp duty land tax and first-time buyers

Stamp duty land tax (SDLT) is a tax payable on the purchase of residential property based on its value. As a first-time buyer, you should benefit from a lower rate of SDLT. If the property you are buying costs £300,000 or less then no SDLT is payable, and there is a reduced rate for homes costing between £300,000 and £500,000.

HMRC, however, has a particular definition of a first-time buyer and you should check with your solicitor that you meet the criteria. To be regarded as a first-time buyer you must not have previously owned an interest in land. And if you are buying with someone else then you must both satisfy HMRC's definition. This can cause issues for couples where one has previously owned a home.

Local authorities and housing associations

Shared ownership schemes

These schemes let you buy a share in a property and pay rent on the share you do not own. You can buy additional shares in the property until you own it outright.

Shared ownership homes are offered by housing associations, local councils and others. To be eligible you must meet certain criteria. This usually means your household income must be £80,000 a year or less (£90,000 in London). Some schemes may also require you to have a connection to the area you want to buy in.

Shared ownership can be a good way of affording your first home. However, you should first understand the advantages and disadvantages of any scheme. There are, for example, usually restrictions on who you can sell your share to, which could affect your home's marketability in the future.

The Bank of Mum and Dad

Estimates suggest half of first-time buyers get financial help from family. For many, these arrangements work well. However, before accepting help, you should all be clear about the terms of the arrangement. Setting this out clearly in a legal document can avoid disputes arising in the future.

Loans and gifts can also affect the amount of tax payable. So, it is important to discuss your plans with your solicitor early on.

- **A gift** - If you are taking out a mortgage, your lender is also likely to require a gifted deposit letter. This is confirmation the deposit is a gift not a loan, and that the donor has no interest in the property. This is something you and your family will need to bear in mind when deciding the nature of any support.
- **A loan** - If the money is intended as a loan, this can be more problematic. This may affect your ability to take out a mortgage, or how much you can borrow, from a mainstream lender.

Banks and building societies

There is a wide range of mortgages aimed at first-time buyers, some of which allow you to borrow based on higher multiples of your salary. For example, a 'family springboard' mortgage lets you borrow up to 100 per cent of a property's value by linking it to a relative's savings. An independent mortgage adviser can help you explore what is available.

These types of mortgages can make it easier to borrow initially. However, it is still important to ensure you can afford the repayments, bearing in mind circumstances may change in the future.



How we can help you

At QualitySolicitors Parkinson Wright we understand that buying your first home is not only a major financial commitment, but also an important milestone in your life. So, as well as ensuring your investment is legally correct and protected, we work hard at demystifying the conveyancing process. Our goal is to make the journey to homeownership as smooth as possible for you.

Having a conveyancer who explains things clearly and who keeps you updated is key. This will keep your purchase on track and as stress-free as possible.

For further information, please contact a member of the residential property team on 01905 721600 or via email worcester@parkinsonwright.co.uk

Offices at Worcester, Droitwich and Evesham.

We offer a 20% discount for first time buyers* (*T's & C's apply)

THE COST OF LYING IN YOUR DIVORCE OR DISSOLUTION

Lying about your finances during a divorce or dissolution rarely stays hidden. When it emerges, it often changes the entire course of proceedings. What begins as an attempt to protect assets can quickly become a reason for increased scrutiny, higher costs, and unfavourable outcomes.

Divorce and dissolution are already stressful enough without a dispute over money turning into a battleground of mistrust. For many separating couples, finances become the most emotionally charged issue of all, particularly where one party feels they have more to lose.

It is in that environment that people can make poor decisions, sometimes encouraged by well-meaning friends who are not familiar with the law or legal process. Tactics can include assets being 'forgotten'; income is played down; and money is moved quietly, with the hope that it will never be questioned. Some assume that their former partner will never uncover the truth, while others convince themselves that such actions are justified. The family courts in England and Wales take a very different view.

'I have never seen dishonesty make a divorce cheaper or easier, but I have seen it do the opposite,' says Samantha Hulse, Partner and Head of Family Law at QualitySolicitors Parkinson Wright. 'Honesty is not simply encouraged in financial proceedings; it is required by the court. A failure to be open about your finances can have severe consequences, many of which far outweigh whatever short term advantage you thought you might gain.'

What happens if assets are not disclosed?

Some people assume that the worst that can happen if non disclosure is uncovered is that the assets will be taken into account later. That is an extremely risky assumption. The courts have consistently taken a robust approach where dishonesty is identified.



Full and frank financial disclosure

When a marriage or civil partnership ends, both parties have a duty to provide what is known as 'full and frank financial disclosure' of their assets and liabilities. This duty applies whether matters are dealt with by agreement, negotiation, or court proceedings. In practical terms, it means laying all your financial cards on the table.

You are required to give a complete and accurate account of your financial position to include:

- all property interests, in the UK and abroad;
- bank and savings accounts, whether in sole or joint names;
- investments, shares, and ISAs including any cryptocurrencies or investments;
- pensions;
- business interests and company shareholdings;
- debts and liabilities;
- significant recent expenditure or transfers of money; and
- income.

Disclosure is usually provided through Form E, which is supported by documentary evidence. This form is not simply a box ticking exercise; it is a sworn document, meaning that you are stating to the court you are telling the truth. The court expects it to be treated accordingly.

Crucially, the obligation to disclose is ongoing. If circumstances change during proceedings that change must be revealed, for example, if you receive a bonus, sell an asset, or incur a new liability.

Depending on the severity and impact of the non disclosure, consequences may include:

- **Financial orders being set aside** - even long after a divorce has concluded, undisclosed assets can justify reopening a settlement.
- **Adverse assumptions** - where the court believes assets exist but cannot identify them precisely, it may draw inferences against the dishonest party.
- **Penalty in the distribution of assets** - the court may adjust the final division to reflect the poor conduct.
- **Costs consequences** - being ordered to pay the other party's legal costs is a common outcome.
- **A finding of contempt of court** - deliberate dishonesty can, in extreme cases, lead to contempt of court proceedings, and if you are found to be in contempt of court, you could be facing a custodial sentence.

Once your credibility is damaged, it is very difficult to recover. Every explanation is viewed with scepticism, and even legitimate issues can be met with suspicion.

How non disclosure commonly occurs

Non disclosure is rarely dramatic. More often, it happens gradually and quietly. Some of the most common examples include:

- **Bank accounts and savings** - accounts held in sole names, online savings products, or long standing 'dormant' accounts are regularly omitted.
- **Business Interests** - this is an area where problems often arise, and tactics may include: suppressing profits; retaining funds within a company; timing dividends to fall outside disclosure periods; and paying personal expenses via the business.
- **Property and overseas assets** - property interests held abroad, or bank accounts abroad may be hidden.
- **Pensions** - Older pensions are sometimes 'forgotten' and, given the size pensions can reach, this can materially distort a settlement.

- **Transfers to family members** - money transferred to parents, siblings, or friends shortly before separation is often described as a loan or gift. The court will look closely at whether this explanation holds up.
- **Cryptocurrency and new asset classes** - digital assets are increasingly common and increasingly scrutinised, and a lack of understanding is not accepted as an excuse for non disclosure.

What all of these scenarios have in common is that they tend to unravel when disclosure is examined properly.

The role of a forensic accountant

Where there are genuine concerns about missing or manipulated assets, specialist expertise may be required and forensic accountants are frequently instructed in complex financial cases. Their role is to analyse financial information objectively and to identify inconsistencies, patterns, and anomalies.

They will typically:

- examine bank statements across multiple accounts;
- track money through chains of transactions;
- review company accounts and director loan balances;
- compare declared income against lifestyle evidence;
- identify unexplained cash movements; and
- analyse tax returns alongside disclosure.

Once forensic analysis begins, matters often escalate quickly. Requests for documentary disclosure increase and explanations are tested rigorously.

Importantly, if it is necessary, this stage is often both expensive and intrusive. Parties who could have resolved matters sensibly sometimes find themselves facing prolonged litigation simply because trust has been lost.

When something does not make sense, further questions are asked and once that happens, the scope of enquiry usually widens rather than narrows.

Why honesty is the better financial strategy

It may seem counter intuitive, but in many cases, honesty actually protects a party's position.

An open approach can reduce legal costs, shorten the length of court proceedings, increase credibility with the court, encourage early settlement, and avoid years of uncertainty.

Family judges understand that separating couples feel anxious and defensive, but they do not tolerate deliberate deception.

In our experience, cases driven by dishonesty are almost always more expensive, emotionally as well as financially, than those handled transparently from the outset.

How we can help

If you are in the process of separating and are concerned about financial disclosure, whether your own or your former partner's, early legal advice is critical.

We regularly advise clients on:

- how to approach complex disclosure properly;
- identifying and addressing concerns about hidden assets;
- business interests and pensions; and
- protecting settlements from future challenge.

Divorce and dissolution of a civil partnership is a major financial turning point. Getting the foundations right can prevent very costly consequences later.

If you would like confidential advice about your situation, please contact us to arrange an initial consultation. Thoughtful, experienced guidance at the outset can make all the difference.

For further information, please contact a member of the family law team on 01905 721600 or email worcester@parkinsonwright.co.uk

WHEN FAMILY IS NOT THE RIGHT CHOICE FOR A PROPERTY AND FINANCE LASTING POWER OF ATTORNEY

A lasting power of attorney (LPA) is often set up with the assumption that a close family member is the best person to act. While this works well for many people, there are situations where appointing a family member can create difficulties, risks, or conflict. Our Private Client department explores when a professional or independent attorney may be a better option, particularly in relation to property and financial affairs.

Many people naturally turn to family when appointing an attorney, however, managing someone's financial affairs can be complex and, in some cases, emotionally challenging. It is important to consider whether a family member is the most appropriate choice for that responsibility.

Common reasons why family may not be suitable

While family members are often best placed to understand personal wishes and values, the reality of acting as an attorney is often more demanding than anticipated. The role is not simply administrative; it involves ongoing responsibility, accountability and sometimes making difficult decisions.

Problems can arise where relationships within the family are strained or where there is a history of disagreement. Even where there is no obvious conflict at the outset, tensions can develop over time and particularly if multiple attorneys are appointed and different views emerge about how finances should be managed. Decisions around spending, investment or the sale of assets can quickly become contentious.

In other situations, the issue is less about relationships and more about practical capability. Acting as an attorney requires time, organisation and a degree of financial confidence.



Individuals with a busy professional or personal life may find it difficult to dedicate the necessary attention to the role, particularly if circumstances change or the arrangement continues over many years.

There is also the emotional aspect to consider. Making financial decisions on behalf of a loved one, particularly where mental capacity has been lost, can place significant pressure on the individual involved. This can make it harder to remain objective, especially where decisions may be perceived as restrictive or unpopular among other family members.

Complex or sensitive financial situations

The suitability of a family member as attorney becomes even more questionable where financial affairs are more complex.

High value estates, diverse investment portfolios, business interests or international assets can all add layers of responsibility that go beyond straightforward financial management.

In these cases, the attorney may need to take a more active role in overseeing investments, liaising with accountants and financial advisers, or making strategic decisions about the preservation and use of wealth. These are not always straightforward matters and may involve balancing risk, tax considerations and long-term planning objectives.

Where there is already a degree of sensitivity within the family, complexity can act as a catalyst for dispute. Differences in opinion about how assets should be managed, or concerns about transparency, can quickly escalate if there is no clear structure or independent oversight in place.

Risks of appointing an unsuitable attorney

Appointing an unsuitable attorney can have significant and sometimes lasting consequences. At a practical level, poor decision making or delays can disrupt the effective management of finances, leading to missed opportunities or unnecessary financial loss.

Disagreements can damage relationships, sometimes irreparably. Concerns about how an attorney is acting (whether justified or not) can lead to mistrust, tension and in the most extreme cases, a formal legal dispute between family members.

There is also the risk of external scrutiny. The Office of the Public Guardian has the authority to investigate concerns about attorneys and, where issues arise, this can lead to formal intervention. Even in situations where no wrongdoing is found, the process itself can be stressful and time consuming.

Importantly many of these risks arise not from bad intentions, but from a lack of experience, clarity or support. This is why careful consideration at the outset is so important.

“IMPORTANTLY MANY OF THESE RISKS ARISE NOT FROM BAD INTENTIONS, BUT FROM A LACK OF EXPERIENCE, CLARITY OR SUPPORT.”

When a professional attorney may be appropriate

In circumstances such as these, appointing a professional attorney can provide a greater degree of reassurance. A professional brings independence and objectivity to the role, which can be particularly valuable where there is potential for conflict or where decisions may be closely scrutinised.

Professional attorneys are also accustomed to dealing with complex financial arrangements and working alongside other advisers. This can help ensure that decisions are made in a structured and informed way, taking into account both legal obligations and practical considerations.

Continuity is another important factor. Unlike individuals whose availability or circumstances may change over time, a professional appointment can provide consistency, particularly where the LPA may need to operate over many years.

In some cases, a blended approach can offer the best of both worlds. Appointing a professional alongside a family member allows the day-to-day administration of finances to be handled by someone close to the individual, while key decisions benefit from professional oversight and expertise. This can help manage costs more proportionately, while still ensuring that more complex or sensitive matters are dealt with appropriately and with the benefit of experience.



How we can help

Our private client team regularly advises individuals and families on all powers of attorney matters and the practical considerations involved in choosing and appointing attorneys. We understand that every family situation is different, and careful thought is needed to ensure that the right structure is put in place.

We can help you assess whether a family member, a professional, or a combination of both is the most appropriate option for your circumstances. We also assist with drafting LPAs that include clear guidance, appropriate safeguards and practical provisions to reduce the risk of future issues.

Where required we can act as an attorney, bringing an experienced, independent and measured approach to decision-making.

For advice on LPAs or estate planning, please contact a member of our private client team on 01905 721600 or via email worcester@parkinsonwright.co.uk
Offices at Worcester, Droitwich, Evesham and St Johns.

CAN MY SOLICITOR HELP ME STAY IN MY OWN HOME?

Recently, well-known actors such as Helen Mirren and Piers Brosnan have been appearing in films and television series within the genre known as 'Senior Adventure' or 'Elder Action'. These stories often focus on retirees or older people living in retirement villages or care homes, solving crimes or embarking on road trips - such as *The Great Escaper*, in which Michael Caine's character leaves his nursing home to attend the 70th anniversary of the D-Day landings in France.



Reality is, usually, rather less glamorous. When planning for later life, many of our clients are concerned about maintaining their independence for as long as possible and avoiding the need to move into residential care – particularly where they have the means to fund care in their own home.

'One of the questions we are often asked is whether we can help clients remain living in their own home for as long as possible,' says Karis Ryland, Wills and Later Life Advisor in the Private Client team at QualitySolicitors Parkinson Wright. 'Whilst no solicitor can guarantee future care arrangements, careful legal and practical planning can significantly improve the likelihood of your wishes being respected should you need care later in life.'

Karis outlines some of the key issues to consider:

Financial preparation and care planning considerations

Remaining at home later in life often requires both financial and practical planning.

Even if you expect to pay for your own care, it is sensible to consider how carers will be arranged, whether your home may require adaptations, and how ongoing household and medical costs will be met. Planning ahead can make it easier to remain independent and reduce the need for rushed decisions if your health changes unexpectedly.

Informal family arrangements

Many people initially rely on informal family arrangements. An adult child or other relative may agree to move into your home or provide care so that you can continue living independently. Whilst these arrangements can work well, circumstances can change and they are not always sustainable.

It is important to be careful about promises made in return for that care, and the implications on other children. For example, a person might say that a child (or carer) will 'inherit the house one day' if they give up work or move in to provide care. If the child relies on that promise to their detriment (such as giving up their job), a dispute can arise after the parent's death if expectations are not fulfilled under the will. In some cases, the courts may be asked to decide whether the promise should be honoured under a legal principle known as 'proprietary estoppel'. Careful planning and properly documenting your intentions can help reduce the risk of this dispute arising.

Appointing attorneys

A Health and Welfare Lasting Power of Attorney (LPA) allows you to record your wishes about where and how you would like to be cared for if you lose capacity. If remaining in your own home is particularly important to you, this can be made clear within the document.

A Property and Financial Affairs LPA allows your attorneys to manage your finances, property and practical affairs, helping to ensure that care can continue to be funded and organised without unnecessary delay.

Clients also ask whether these wishes should be included in their will. A will takes effect on death and is designed to deal with what happens to your estate after you die, rather than decisions made during your lifetime. Whilst it can form part of your wider estate planning, your wishes about future care and living arrangements are usually better recorded in a Health and Welfare LPA.

Choosing the right attorney

Choosing the right attorney is one of the most important decisions you will make.

You should appoint individuals who understand your wishes, who will advocate for your preferences and are capable of managing the responsibilities involved. In some situations, particularly where family circumstances are complex, appointing a professional attorney may also be appropriate.

A letter of wishes

Your Health and Welfare LPA allows you to include wishes and preferences about your future care and living arrangements.

Many people also prepare a separate letter of wishes, giving more detailed guidance about the type of care they would like, when they would wish to remain at home and any circumstances in which residential care would be acceptable. Although not legally binding, this guidance can be invaluable to attorneys and family members if difficult decisions arise.

Gifting property

Some people consider transferring ownership of their home to a child during their lifetime, whether as part of tax planning or in the hope of protecting the property from future care fees, while intending to continue living there. However, this is a complex area and can have significant legal, tax and practical consequences. If the transfer is made to avoid care costs, a local authority may treat it as a deliberate deprivation of assets and still assess the individual as if they owned the property. Equally, continuing to live in the property after giving it away may have inheritance tax implications, and in some circumstances the parent may need to pay a full market rent if a

tax advantage is to be achieved. The property may also become vulnerable to the child's personal circumstances, such as divorce, bankruptcy or creditor claims. Specialist legal and tax advice should always be obtained before transferring ownership of your home to ensure the arrangement supports, rather than jeopardises, your long-term plans.

Other practical considerations include whether your home is suitable for long-term care, the affordability of ongoing support and whether family members are realistically able to assist.

Can I insist that my money is used to pay for professional care?

If you have the resources to fund professional care, remaining at home is often a realistic option, provided appropriate care can be arranged and maintained.

However, funding alone is not enough. Organising carers, adapting your home and managing changing care needs are tasks that require careful planning and supervision to ensure support remains consistent and effective over time.

A Property and Financial Affairs LPA can help by giving your attorneys the authority to use your funds to pay for carers, adapt your home and meet the ongoing costs of care if you are no longer able to manage your own finances. You can also include preferences or guidance expressing your wish to remain at home for as long as possible and that, where your finances allow, your money should be used to fund professional care to support that objective. Whilst your attorneys must always act in your best interests, setting out your wishes in advance can provide valuable guidance and help ensure decisions are made in line with your preferences.

What if I am ill and have my mental capacity?

If you become physically unwell and retain mental capacity, you will usually continue to make your own decisions about your care, finances and where you live.



This means you can choose to remain at home with professional or family support, provided this remains a safe and practical option. Planning ahead whilst you are still able to make your own decisions can make those arrangements much easier to implement if your health deteriorates.

What if I lose my mental capacity?

If you lose mental capacity, your attorneys appointed under your LPAs can step in to make decisions on your behalf. A Property and Financial Affairs LPA enables your attorneys to manage your finances, pay for care, maintain your home and deal with day-to-day financial matters. A Health and Welfare LPA allows your attorneys to make decisions about your care and living arrangements, including working with healthcare professionals to help ensure your wishes and best interests remain at the centre of any decisions.



Can attorneys go against your wishes?

Attorneys must always act in your best interests. In doing so, they are required to take your wishes, feelings and preferences into account.

Whilst your attorneys cannot simply ignore what you have said, circumstances may change. If remaining at home is no longer affordable or safe, they may have to balance your previously expressed wishes against your current care needs and remaining financial resources.

This makes it particularly important to record your preferences as clearly as possible.

How we can help

Our solicitors regularly advise clients on later-life planning and can help put the legal arrangements in place to maximise independence, dignity and peace of mind.

“WHILST YOUR ATTORNEYS CANNOT SIMPLY IGNORE WHAT YOU HAVE SAID, CIRCUMSTANCES MAY CHANGE. IF REMAINING AT HOME IS NO LONGER AFFORDABLE OR SAFE, THEY MAY HAVE TO BALANCE YOUR PREVIOUSLY EXPRESSED WISHES AGAINST YOUR CURRENT CARE NEEDS AND REMAINING FINANCIAL RESOURCES.”

We can assist by:

- preparing health and welfare and property and financial affairs lasting powers of attorney;
- helping record your wishes about future care and living arrangements;
- reviewing your wider estate planning, including your will;
- advising on the implications of gifting property and care fee planning; and
- helping you put practical and legal arrangements in place to maximise the likelihood of remaining in your own home for as long as possible.

For advice on lasting powers of attorney or later-life planning, please contact Karis Ryland or a member of the Private Client Team on 01905 721600 or via email worcester@parkinsonwright.co.uk



WHAT TO DO WHEN VALUABLE ITEMS HAVE GONE MISSING DURING PROBATE

When someone dies, executors are responsible for identifying, protecting and accounting for the assets that form part of the estate. Whilst this usually focuses on property, bank accounts and investments, disputes frequently arise over valuable personal possessions such as jewellery, watches, cash, artwork, antiques and family heirlooms.

Where items appear to have gone missing shortly before or following a death, tensions can quickly develop between family members and other individuals who may have had access to the residence of a person who has died.

Executors can find themselves in a difficult position, balancing their legal duties with the need to manage sensitive family relationships.

'It is not uncommon for concerns to arise where valuable items such as jewellery, cash, watches or family heirlooms cannot be found after someone has died,' says Safia Palmer, Wills and Probate Advisor at QualitySolicitors Parkinson Wright. 'With more people receiving care at home and increasing use of key safes, it is often the case that a number of different individuals may have had access to a property, including family members, carers, cleaners, neighbours and tradespeople.'

In some situations, there is an entirely innocent explanation for a missing item, but where assets cannot be accounted for, executors have a duty to investigate and take reasonable steps to protect the estate. Acting promptly can be important, as delays

may make it harder to establish what has happened to an item and can increase the risk of a dispute.

Understanding the steps that should be taken at an early stage can help protect estate assets and reduce the risk of a costly dispute later on.

Safia highlights some of the key issues executors should be aware of.



The executor's responsibility

An executor has a legal duty to identify, collect and safeguard all assets belonging to the estate.

This responsibility begins from the date of death and applies even before a Grant of Probate has been obtained. Executors should take reasonable steps to secure property, preserve important documents and establish the assets of the estate.

Acting promptly is often crucial. The longer valuable items remain unaccounted for, the more difficult it can become to determine what has happened to them and who may have had access.

Commonly disputed items

Whilst financial assets are usually easier to trace through bank statements and records, personal possessions can be far more problematic. Commonly disputed items include jewellery and watches, antiques and collectibles, artwork and valuable ornaments, family heirlooms and sentimental possessions with little financial value but significant emotional importance.

Disagreements often arise because family members have differing understandings of who should receive certain items or whether a loved one made informal promises during their lifetime.

Concerns about missing assets

Executors sometimes discover that items known to have belonged to a loved one cannot be located after death.

In some cases, there may be an innocent explanation. The item may have been gifted during the person's lifetime, moved for safekeeping or simply misplaced.

Where an item has been gifted before death, executors should make reasonable enquiries

about when the gift was made and its value. Gifts made during the seven years before death may need to be taken into account for inheritance tax purposes and, in some circumstances, could affect the inheritance tax position of the estate. It is therefore important that executors obtain sufficient information to ensure that any reporting obligations are properly dealt with.

However, where valuable assets appear to have been removed without authority, executors should take the matter seriously and begin gathering information as soon as possible.

This may involve reviewing photographs, insurance schedules, valuations, financial records and correspondence, as well as speaking with family members and others who had regular contact with the person during their life.

Access to property after death

One issue that frequently arises is determining who had access to a loved one's home and belongings.

Family members may hold keys or have been assisting their elderly relative before death. Increasingly, there may also be a wider group of individuals with access to the property, including carers, cleaners, neighbours, tradespeople or others who have been provided with key safe or key box codes.

Whilst the existence of access does not mean wrongdoing has occurred, it can make it more difficult to establish what happened to missing items if concerns later arise.

Executors should consider securing the property as soon as possible and, changing locks or key box codes to prevent unauthorised access.

Record keeping and inventories

One of the most effective ways to minimise disputes is to prepare a clear inventory of estate assets at an early stage. Executors should record the contents of the property and, where appropriate, take photographs of rooms and valuable items. Existing valuations, receipts, insurance records and photographs can also be useful evidence. Maintaining accurate records helps demonstrate that the executor has acted appropriately and can provide valuable evidence if questions are raised later by beneficiaries or other interested parties.

Disputes between beneficiaries

Allegations that items have gone missing can quickly damage family relationships.

Beneficiaries may suspect one another of removing possessions, particularly where there are long-standing family tensions or disagreements regarding the estate.

These disputes can delay the administration of the estate, increase legal costs and, in some cases, lead to contested probate proceedings. The emotional impact on those involved can also be significant.

Where concerns arise, it is often beneficial to seek independent legal advice before positions become entrenched.

Recovering missing assets

Where there is evidence that estate property has been removed or retained by another person, executors may be able to take steps to recover the assets.

The appropriate course of action will depend on the circumstances and may involve requesting information, seeking the return of property or investigating transactions that occurred before death.

In more serious cases, court proceedings may be necessary to recover estate assets or determine ownership of disputed items.

Early action is often important, particularly where evidence may be lost or assets could be sold, transferred or otherwise disposed of.

“THESE DISPUTES CAN DELAY THE ADMINISTRATION OF THE ESTATE, INCREASE LEGAL COSTS AND, IN SOME CASES, LEAD TO CONTESTED PROBATE PROCEEDINGS. THE EMOTIONAL IMPACT ON THOSE INVOLVED CAN ALSO BE SIGNIFICANT.”

The importance of early legal advice

Executors can face difficult decisions where valuable items appear to be missing.

Obtaining legal advice at an early stage can help ensure that appropriate steps are taken to protect estate assets, preserve evidence and comply with the executor's duties.

Prompt intervention can often prevent disputes from escalating and improve the prospects of reaching a practical resolution for all concerned.

How we can help

Our private client team advises executors on their duties and responsibilities where concerns arise regarding missing estate assets.

For advice about any aspect of estate administration, please contact Safia Palmer or a member of our private client team on 01905 721600 or via email worcester@parkinsonwright.co.uk

KEY CONSIDERATIONS WHEN SELLING A RETIREMENT PROPERTY

A retirement apartment or house in a dedicated retirement village can reduce the practical burdens of home ownership, like grounds maintenance, and provide access to additional services such as social events. Alongside accommodation for independent living, there may also be options for supported living and further healthcare services, enabling someone to remain in a familiar setting, even if their health support needs increase.

On the flip side, their specialised nature can make these properties more difficult to sell when the time comes. This may be further complicated if a family member, or someone with a power of attorney, has to undertake the sale due to the resident losing their mental capacity or if their health has deteriorated and they need to move to accommodation with the next level of care.

‘Selling a retirement property can certainly be challenging,’ explains Alison Wacey, Solicitor in the residential property team with QualitySolicitors Parkinson Wright. ‘Restrictions on who can live in the property may limit your pool of potential buyers. In addition, there may be extra steps to take or fees to pay before you can sell. Every situation is different, and getting the right advice tailored to your needs is key.’

Alison outlines the key considerations when selling a retirement property.

Be clear about the issues that affect your property

It is important to understand the type of property you are selling, and this should determine your approach. For example, if you are selling a freehold bungalow, which is not part of a retirement complex, it should not be too different from any other conventional sale. On the other hand, if the property is a dedicated retirement apartment or a house, it is likely to be leasehold with special provisions that reflect its dedication to retirement living.

One of the main attractions of a dedicated retirement village can be the flexibility it offers as you age and your needs change. This could be the provision of a care package or even the option to move into an onsite care facility. However, it is still important to understand the terms of the lease, and any agreement with the home provider, as these are likely to impact on the sale.





Typically, the lease will restrict occupation to those over a certain age, and the landlord may need to approve the new owner. Like most leases, there is likely to be an obligation to pay a service charge to cover maintenance of any common parts, as well as the provision of additional services, such as a residents' lounge, monitored fire alarms, a warden or 24-hour emergency call system. This means the service charge can be higher than for a conventional property, which may affect its appeal to some buyers.

Some retirement leases also provide for an exit or 'event' fee (sometimes also called a 'deferred management fee'). This is payable before you sell the property, and sometimes on subletting as well. Typically, it will be one or two per cent of the sale price. Occasionally it can be significantly higher, particularly where the provider offered a lower price on the initial purchase. Other providers may operate a guaranteed buy-back scheme which, after deductions, pegs the price to that which was paid initially.

The individual provisions of any scheme can be complicated, and it is important to be clear on the terms which apply. For example, if a move into an onsite care home in the retirement village is needed, the provider may treat this and the associated sale as two distinct transactions. Any event fees would be payable, just as if you were moving elsewhere. Other providers may waive a portion of these fees in these circumstances. Knowing the terms of your lease, and the attitude of the provider is key. This will allow you to factor any additional costs into your plans.

A solicitor who is experienced in this specialist area can advise you on provisions that could be problematic for a buyer, or which restrict who you can sell to. While they may not be able to change what is in your lease, they can help you to understand all your options and to manage your sale proactively.

Plan ahead, do your research, and do not be afraid to negotiate

Selling a retirement property generally takes longer than a conventional home. There are, however, things you can do to expediate the process. For example, it will help to assemble the relevant papers in advance. If the property is leasehold, you will need to give the buyer a leasehold information pack. This will include details of any ground rent and the service charge. Some retirement complexes also have their own management information packs, which you will need to provide. These can take a while to obtain, so it makes sense to ask the landlord for copies early.

You should ask your solicitor to check the title for any issues and consider whether there have been any breaches of the lease terms. For example, if alterations have been carried out without the landlord's consent, where consent is required. In that case, you may want to consider applying for consent retrospectively or taking out insurance cover. Discussing these types of issue with your solicitor before putting the property on the market will help ensure a smooth sale.

“THE INDIVIDUAL PROVISIONS OF ANY SCHEME CAN BE COMPLICATED, AND IT IS IMPORTANT TO BE CLEAR ON THE TERMS WHICH APPLY.”

Council tax and service charge may continue to accrue on an empty property, and this can quickly become a burden. Some councils may agree to exempt a retirement property from council tax in certain circumstances, for example, if it is being actively marketed or in the case of probate. You should be able to find this information on the relevant council's website but, if not, ask them. Service charges are usually strictly governed by the lease and are payable whether the property is occupied or not. However, some providers may agree to charges being reduced or deferred, for example, until you receive the sale proceeds. So, it is worth investigating this possibility.

Acting for the legal owner

Selling a property that belonged to another family member will involve additional issues. For example, if they are no longer capable of managing their own affairs, you will generally need either a lasting power of attorney or an order from the Court of Protection. If the owner has died, then usually the property will form part of their estate. It will then be their executors who sell it, and they will need a grant of probate.

In these situations, it is essential to follow all the correct legal procedures, and you should discuss matters with your solicitor ideally before marketing the property. The additional steps will affect the timeline of your sale, and you will need to consider this in conjunction with other aspects of ownership. It is important to have solicitors on board who can offer a holistic approach. They should understand all the facets of the situation, not just the conveyancing. For example, delay in getting probate could delay your sale, with service charges mounting up and depleting the assets of the estate.

Choose professional advisers with care

Retirement properties are different from regular homes, and it is important to choose professionals who have the right expertise.



Some retirement leases may require you to offer your property to your provider first, with the 'sale proceeds' being calculated in accordance with the terms of the lease. Others may require you to use your provider's inhouse resale team, at least for a set period. Discussing your individual situation with your solicitor early on should clarify any restrictions on how you market your property.

If appointing your own estate agent, you should choose someone experienced in this sector. Understanding this specialist market will maximise your chances of a successful sale. If deciding between an independent agent and your provider's inhouse team, check their respective terms and conditions carefully and compare the service they offer before committing yourself.

Most importantly, ensure you have the right solicitor on board. Transferring ownership of a retirement property often involves additional steps, which will need handling efficiently and tactfully to keep your sale on track. Your solicitor should be someone who understands these and who is responsive to the special demands of selling a retirement home.

How we can help you

QualitySolicitors Parkinson Wright have wide experience of selling all sorts of retirement properties and understand the challenges involved. To discuss how we can help you, please contact Alison Wacey or a member of the residential property team on 01905 721600 or email worcester@parkinsonwright.co.uk

CONTRACTUAL CONTROL AGREEMENTS – NEW DUTY TO REGISTER FROM APRIL 2027

If you are piecing together a development site, you will probably enter into an option or other agreement which gives you a right to acquire land in the future or to direct the owner to transfer it to a third party you nominate. The Government is putting in place a system to capture information about these agreements (which it calls ‘contractual control agreements’) on a new public register. This means that from 6 April 2027, you will have to provide details of any agreements like this you enter into for the purpose of your business, and must get a property lawyer to submit them on your behalf.

‘Development sites are usually put together quietly, with landowners, developers and promoters often subject to contractual confidentiality agreements,’ says Douglas Godwin, Partner and Head of the commercial property team with QualitySolicitors Parkinson Wright. ‘This will be turned on its head by the Contractual Control Register, which the Government hopes will create transparency for others who may be looking for sites to develop.’

Douglas explains what this means for your commercial property business and what you need to do.

Which types of agreement are affected?

The new system is implemented through the Provision of Information (Contractual Control) (Registered Land) Regulations 2026. The new regulations will apply to written agreements that grant a right to control when and how land is disposed of. Here, ‘disposing’ of land means transferring a freehold or leasehold, or granting a lease with a term of 15 years or more. In practice, the types of agreement most likely to be caught are options, pre-emptions and conditional contracts (which includes agreements for lease).



For practical reasons, the regulations will not apply to land which has not yet been registered at HM Land Registry. This is most likely to be the case if the land you are getting rights over has not changed hands for a very long time.



Information to be supplied

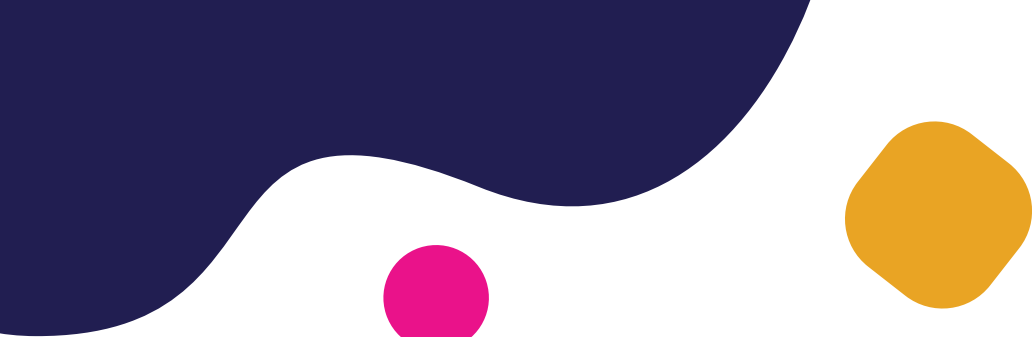
The information which must be supplied includes:

- details of the agreement that creates or grants the right, including names and either company number or date and place of birth of the grantor and grantee;
 - details about the nature of the contractual control right, including any conditions that must be satisfied before it is exercised, the date from which it can be exercised, how long it remains exercisable and any provisions allowing that period to be extended;
 - the address and registered title number of the land affected by the contractual control right. The extent of land will have to be plotted on an online map.
- The government intends to publish some of this data, including the location and extent of the affected land, the name of the person with the benefit; the nature and duration of the right; and when it was granted, exercised or determined.
- Landowners and developers will be relieved to hear that they do not need to supply any financial information about a contractual control right and that no individual's date and place of birth will be published. Nonetheless, these new disclosure obligations will mean a complete change of mindset about confidentiality in relation to site assembly.
- HM Land Registry will be responsible for the new Contractual Control Register, which will be separate from the existing Land Register. Information will be submitted via a new online portal and it must be done by a property lawyer.

Exemptions

There are a number of exemptions, to avoid creating a disproportionate administrative burden. These include:

- contractual control rights which will last for less than 18 months (but you must take into account any extension provisions);
- rights over leasehold interests with 15 years or less left to run when the right is granted;
- rights in section 106 agreements that relate to infrastructure, services or amenities; and
- rights which do not relate to development. This is defined in a slightly confusing way but effectively means that only agreements made with a view to developing one or more dwellings, or a building with a floor space of at least 100 square metres, need to be disclosed.



Penalties for not complying

Failing to comply with the new regime will be a criminal offence. There is also a more practical penalty, which is that if you are granted an option, pre-emption or other contractual control right, you will only be able to protect it by noting it on the grantor's registered title if you have also provided the details required for the register of contractual control. If your right is not protected, the landowner could sell the land free of it.

Expected timeline

The new regime comes into force on 6 April 2027. When contractual control rights are granted after that date, information must be submitted within 60 calendar days of the grant.

If rights are varied or transferred to a third party on or after 6 April 2027, information must be submitted within 60 calendar days of the variation or assignment.

There is also a retrospective element, in that you will also have to supply details of contractual control rights granted between 8 June 2026 and 6 April 2027. This means it is important to start keeping records immediately – your solicitor will be able to help you with this.

One possible trap to watch out for is that once you have registered a contractual control right, you must also provide information if it is exercised, expires or is determined early, within 60 calendar days of the relevant event. The aim is to keep the register up to date, but it could be easy to forget.

Impact on deals

With such wide disclosure requirements, it is hard to see ways for landowners and developers to preserve the level of confidentiality they are used to and this is

exactly what the Government intends. On the other hand, you may be able to find useful information on the public register to which you would not previously have had access. From a practical point of view, there will be more admin to do when you grant or acquire rights and a greater need for record keeping.

How we can help

If you need to discuss how the new regulations will affect your business or need help compiling the required information, our team of commercial property solicitors is here to support you.

For further information, please contact Douglas Godwin or a member of the commercial property team on 01905 721600 or via email worcester@parkinsonwright.co.uk

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CONSTRUCTIVE DISMISSAL REFRESHER AND CHANGES FROM 1 JANUARY 2027

Resigning from a job and bringing a claim for constructive unfair dismissal can be a high-stakes option for an employee, and is likely the last resort after a period of issues.

From 1 January 2027, the risks for the employer will increase in regard to claims for constructive unfair dismissal. Changes brought in by the Employment Rights Act 2025 will widen the scope of employees who can bring a claim for unfair dismissal and will also remove the current cap on the amount of compensation that an employee can recover in an employment tribunal.

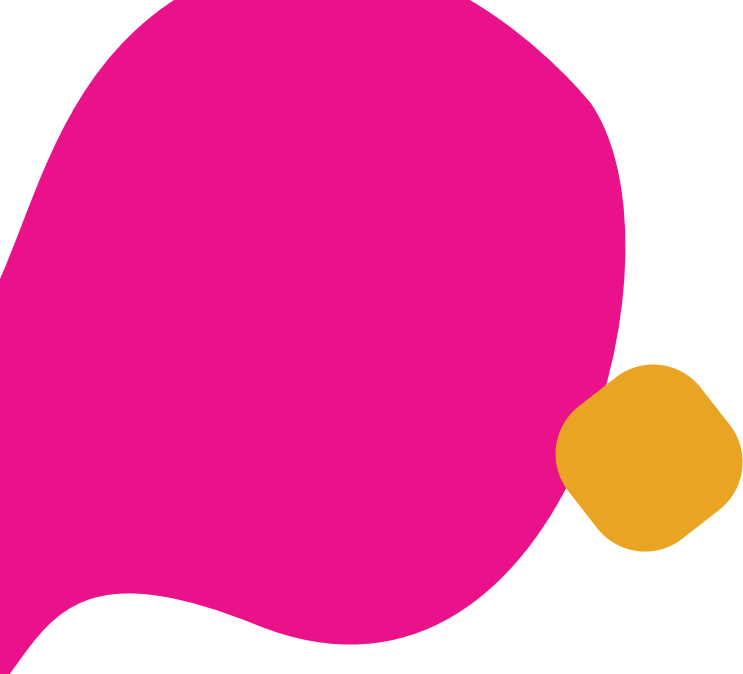
‘There are many circumstances in which an employee can feel so unwanted in the workplace that they treat themselves as dismissed; and this can gradually build up over time. Once the employee resigns, even if they are working out their notice, the employer does not have the opportunity to repair the situation. The employer may not even have any warning that the employee is about to resign,’ says Claire Simon, a Partner in the employment team with QualitySolicitors

Parkinson Wright. ‘Very soon employees will have the right to bring an unfair dismissal claim from much earlier in the relationship, so employers need to be ready.’

Claire explains the basis of a constructive dismissal claim and the imminent changes in the law.

What is constructive unfair dismissal?

Constructive dismissal is not a consequence of the employer actually dismissing the employee, instead the employer’s treatment of the employee is such that the employee is entitled to resign and consider themselves dismissed. This occurs where the employer breaches a significant term of the contract or terms that are implied into the contract which require reasonable treatment of the employee.



Examples of constructive dismissal

Behaviour by the employer that could lead to a successful constructive dismissal claim include:

- significant changes to terms in the employee's contract without the contractual right to do so or the employee's consent, such as cutting pay;
- imposing a significant change of work location without the contractual right to do so, or the employee's consent;
- even where the employer does have the contractual right to change a term, such as work location, if this done in an unreasonable way, this can give the employee the right to resign and claim constructive dismissal;
- harassment or discriminatory treatment;
- refusing to address a grievance without a good reason; and
- acting in a way that destroys trust and confidence between the employer and employee. Practical examples include unfairly excluding the employee from meetings, withholding work, or effectively demoting them.

'Last straw' and constructive dismissal

There does not necessarily have to be a big, one-off event or breach of contract. It could be that a series of smaller incidents cumulatively amounts to a breach of trust and confidence, allowing the employee to resign and claim constructive dismissal.



What if the employee delays resigning?

An employee can continue to work under protest and still have the right to bring a claim, so long as they make it clear that they do not accept the employer's treatment. They must not delay too long, but particularly if they are off sick, they could be allowed to wait several weeks before resigning. It is not possible for the employer to make amends or 'cure' a breach.

Do they have to bring a grievance before resigning?

No, although the effect of the Acas Code of Conduct on disciplinary and grievances may affect the level of compensation they can claim if they do not raise a grievance, even after they have left.

What is changing?

For purposes of bringing an employment tribunal claim, the law treats a constructive dismissal the same as a dismissal by the employer. This means that the same rules apply for time limits to bring a claim and the need to have a minimum amount of service with the employer.

"AN EMPLOYEE CAN CONTINUE TO WORK UNDER PROTEST AND STILL HAVE THE RIGHT TO BRING A CLAIM, SO LONG AS THEY MAKE IT CLEAR THAT THEY DO NOT ACCEPT THE EMPLOYER'S TREATMENT."

Big changes are on the horizon due to the Employment Rights Act 2025; employees will be able to bring a claim for unfair dismissal with just six months' service, not two years. Employees starting on or after 1 July 2026 will benefit from this right, meaning a new starter could resign and bring a claim from January 2027.



In some cases, employees have the right to bring an unfair dismissal claim from their first day of employment. This is where the dismissal is for a discriminatory reason or certain specific reasons, such as whistle-blowing or pregnancy. The same applies to constructive unfair dismissal claims, where the employee establishes that the reason for the treatment is a prohibited one.

The Employment Rights Act 2025 is also bringing in strict limitations on changing terms and conditions of employment, through what is known as the 'fire and rehire' process. If dismissed in breach of these rules, employees will be able to claim unfair dismissal from the first day of employment. We will have to wait and see how the tribunals interpret the new laws, but it seems likely that if an employee resigns in response to a prohibited change to terms and conditions of employment, they would have the right to claim unfair dismissal from day one. This change is expected to come into effect in January 2027.

If an employee brings a successful claim in the employment tribunal, the maximum compensation that they can be awarded for an 'ordinary' unfair dismissal is currently capped. The limit is the lower of 52 weeks' pay or a fixed amount that increases annually in line with inflation. For 2026/27 this cap is £123,543. Removing these limits will increase the potential liabilities, particularly for:

- higher earners;
- employees who will struggle to get similarly well-paid new work, perhaps due to age or ill health; and
- employees who lose out on valuable accrued pension rights.

Finally, the Government has indicated that at some time after October 2026, the time limit to bring an unfair dismissal claim will increase. At present, employees have just three months to make a claim. This will be extended to six months.

How we can help

We can provide you with clear, practical advice if an employee indicates that they are unhappy with the way they are being treated, to minimise the risk of claims for constructive unfair dismissal.

For further information, please contact Claire Simon in the employment team on 01905 721600 or email worcester@parkinsonwright.co.uk



WHEN A RELATIONSHIP ENDS BUT PROPERTY REMAINS – RESOLVING A DISPUTE UNDER TOLATA

When a relationship between unmarried cohabitees is coming to an end, one of the key questions people ask is ‘What am I actually entitled to?’ The answer often comes as an unwelcome surprise. Unlike married couples or civil partners, cohabiting partners have no automatic right to a share in property owned by their partner.

Many people assume that after years of cohabitation, possibly raising children together, and contributing towards a family home, they will have some legal protection similar to marriage. Unfortunately, that is not the case.

‘If you are not married and have separated, or are contemplating separation from your partner, you may be wondering what happens to your home? Do you have a share in the value of the property, and can you recover any money you have invested in it? You may also wonder if the property can be sold.’ Frances Woods, Partner and Head of Dispute Resolution explains, ‘The answer will depend on factors such as legal ownership, any cohabitation agreement between you, and whether you can establish a beneficial interest in the property.’

People often assume that living together creates legal protection, but that is not the case. The law can feel very technical in this area, but with clear advice and a focused approach, it is usually possible to reach a sensible outcome.

A common situation involves a couple who have lived together for several years in a property that may be in joint names, or sometimes in the sole name of one partner. One partner may have contributed more to the deposit, while the other has paid household expenses or taken on childcare responsibilities. When the relationship breaks down, disagreements quickly arise about ownership, occupation, and whether the property should be sold.

The Trusts of Land and Appointment of Trustees Act 1996 (TOLATA)

Clients frequently ask whether their contributions give them a legal interest in the property, whether they can remain living in the home, or whether the other partner can insist on a sale. These are exactly the types of issues that arise in a TOLATA claim, and the answers depend on the legal and factual background of each case.

TOLATA is the key legislation used to resolve disputes concerning property ownership and occupation between individuals who are not married or in a civil partnership. In practical terms, TOLATA enables the court to determine who has an interest in a property and what should happen to it. The court can declare the extent of each person's beneficial share, decide whether a property should be sold, and determine how the proceeds of sale should be divided.

In a TOLATA case, the court's role is to identify the parties' legal rights based on evidence such as financial contributions, agreements, and shared intentions. Unlike the family courts, it does not set out to achieve an outcome that feels 'fair' in the broader sense.

This means that cases involving property disputes between unmarried couples can sometimes produce outcomes that differ significantly from what might happen on divorce.

Key documents

It is important to review at the outset the following documents:

- the title deeds to the property;
- a declaration of trust. This is one of the most effective tools available for anyone purchasing property with a partner, as this document records the parties' respective ownership shares from the outset and can provide clarity and certainty in the event of a future dispute; and
- a cohabitation agreement should set out how finances will be managed during the relationship and what should happen if it comes to an end;

In the absence of formal agreements, you will need to gather any records of financial contributions, including payments towards the deposit, mortgage and any improvements to the property. If the bank of Mum and Dad have helped pay for any aspect of the property, documentary evidence of this is important. This type of evidence can be critical in establishing a claim.

Frequently asked questions in a cohabitation property dispute

Do I have any 'common law' rights if we are not married?

Many people search online for 'common law marriage rights UK' but the reality is that no such legal status exists in England and Wales.

Living together, even for many years and even where children are involved, does not automatically give one partner a legal right to the other person's property.

However, this does not mean that a claim is impossible. A person may still be able to establish a beneficial interest if they can show that they contributed financially to the property, for example by paying towards the deposit or mortgage, or if there was a shared understanding that the property would be owned jointly. The outcome in these cases depends heavily on the available evidence, which is why early legal advice is so important.

Can my former partner force the sale of a property?

A frequent concern is whether one party can insist that a jointly owned or shared home is sold. In many cases, the answer is 'yes'. Under TOLATA, a person who has a legal or beneficial interest in a property can apply to the court for an order for sale.

The court will consider a range of factors when deciding whether to order a sale. These include the original purpose of the property, whether that purpose has come to an end following the breakdown of the relationship, the welfare of any children living in the property, and any financial pressures such as mortgage liabilities.

The welfare of any children occupying the property, can influence the timing of a sale. In practical terms, this can mean that the sale of a property is postponed to provide stability for children.

Will the court take into account that I cared for the children instead of earning and paying towards the mortgage?

It is important to be aware that the law does not automatically treat childcare as creating a financial share in the property. Unlike divorce proceedings, where the court has broader discretion, TOLATA cases focus on legal rights arising from contributions and agreements.

What happens if only one of us paid the deposit?

The issue of who paid the deposit is often central to disputes about ownership. A significant financial contribution at the outset can be strong evidence of a beneficial interest. However, the court does not look at the deposit in isolation. It will consider the entire course of dealings between the parties, including mortgage payments, contributions to renovations, and how finances were managed during the relationship.

Alternatives to court

Many clients are understandably concerned about the cost and duration of court proceedings. TOLATA claims can be complex and are governed by the Civil Procedure Rules,

meaning that litigation can be both time-consuming and expensive.

For these reasons, issuing court proceedings is usually considered a last resort rather than the first step. In practice, many disputes can be resolved more efficiently through alternative methods. Solicitor-led negotiation is often the most straightforward approach, allowing both parties to explore a practical solution based on a realistic assessment of their legal positions. Mediation can also be highly effective, particularly where communication has broken down, as it provides a structured yet flexible environment in which to reach agreement.

Taking early advice from a solicitor experienced in TOLATA claims and cohabitation disputes can make a significant difference. A clear understanding of the strengths and weaknesses of a case often encourages constructive discussions and reduces the likelihood of matters escalating unnecessarily.

How we can help

Obtaining advice before a dispute becomes entrenched often reduces legal costs and increases the likelihood of settlement. In many cases, early solicitor involvement prevents expensive litigation.

The Trusts of Land and Appointment of Trustees Act 1996 provides the framework for resolving these disputes, but the outcome will depend on a careful analysis of ownership, contributions and the intentions of the parties. We understand that these cases are not just about legal principles, but about people's homes, finances and future stability. Our approach is to provide clear and practical advice, to explore resolution wherever possible, and to protect our clients' positions where formal proceedings are required.

Contact us to arrange a confidential initial discussion and take the first step towards resolving your dispute. For further information, please contact Frances Woods or a member of the dispute resolution team on 01905 721600 or via email worcester@parkinsonwonwright.co.uk



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