

CHATELS & SALE AND PURCHASE AGREEMENTS THE IMPORTANT BUT OFTEN FORGOTTEN ELEMENT



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The basic rule when it comes to selling your property is that fixtures stay and chattels go. So really the first thing to address is what is a chattel and what is a fixture?

A chattel is any moveable item that is not permanently attached to the land or building i.e. not a fixture.

A fixture on the other hand is considered to be permanently fixed or a permanent improvement to the property and generally stays with the property when it is sold.

When you come to sell or buy a property you will see on the third to last page of your Sale and Purchase Agreement a box which addresses the chattels. The chattels which generally stay with the property are already listed here for you and include the stove, fixed floor coverings, blinds, curtains, drapes and light fittings. However, other items you will often see listed here are things such as garden sheds, rangehoods, heated towel rails, alarm systems and dishwashers.

Where problems can arise is when either a vendor or purchaser believes they are able to remove or are purchasing an item which is not addressed in the Sale and Purchase Agreement. This issue can then be exacerbated by the fact that there can be a lot of debate around what is considered a fixture or a chattel, therefore our general advice is if our are in doubt list the item in the Sale and Purchase Agreement to avoid any possible dispute.

Take Jack and Sally for example: They have just purchased their dream home equipped with beautiful chandeliers

and silk embroidered curtains. When settlement day comes along Jack and Sally eagerly enter their new property where they find there are no longer any beautiful chandeliers or silk embroidered curtains but new regular lights and in Sally's opinion horrid beige curtains. Sally and Jack quickly ring their lawyer who checks the Sale and Purchase Agreement and finds indeed light fittings and curtains have been included and luckily when Sally viewed the property she took lots of pictures of the beautiful blinds and chandeliers. This means their lawyer is able to go back to the vendor and demand the return of the removed items. This would not have been the case however if the vendor had specifically excluded these items in the Sale and Purchase Agreement. Of further help to Jack and Sally is that Sally took lots of pictures of the items when she was viewing the property. This ensures it is easy for their lawyer to prove that these were the items present at the time that Jack and Sally viewed the property and signed the Sale and Purchase Agreement. So this is a handy tip to remember if you yourself find yourself purchasing a new property.

If you have any further queries about chattels in relation to Sale and Purchase Agreements or about property sales in general please feel free to contact the Collins & May Law Team.

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