

Property descriptions: sale or let

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This guidance is for England

The Consumer Protection from Unfair Trading Regulations 2008 (known as the CPRs) are the Regulations that control descriptions used by estate agents and letting agents. They create criminal offences for traders that breach them. The Regulations prohibit 'misleading actions' and 'misleading omissions' that cause, or are likely to cause, the average consumer to take a transactional decision they would not have taken otherwise.

Care should be taken when using general descriptions relating to location, environment, photographs, measurements, parking and pricing. General disclaimers in small print, telling buyers not to rely on details, won't be effective in preventing offences. This also applies to information provided on your website.

The law

The CPRs prohibit misleading actions that cause or are likely to cause the average consumer to take a transactional decision they would not have taken otherwise. The definition of a 'misleading action' is very detailed (regulation 5 of the CPRs) but it essentially means providing false information or giving an overall presentation that deceives or is likely to deceive the consumer, even if the information is factually correct.

The CPRs also prohibit the omission of material information provided to consumers if that omission could cause the consumer to take a transactional decision they would not have taken otherwise. 'Material information' is defined as "information which the average consumer needs, according to the context, to take an informed transactional decision". A 'transactional decision' is not just whether a consumer decides to purchase a property, but could include such things as whether to view a property in the first place.

Things you say verbally about the property will be covered, as well as the printed word, photos, plans, models, websites, etc.

The CPRs do not prevent you from acting in vendors' interests by presenting a property in the best light, as long as what you say, or do, does not mislead the purchaser or the vendor.

See ['Consumer protection from unfair trading'](#) for further information on the CPRs.

The CPRs only cover descriptions used in the sale of property to consumers. However, similar provisions exist in the sale of commercial property by way of the Business Protection from Misleading Marketing Regulations 2008 (see ['Business-to-business marketing'](#)).

Recommended practices

Ask vendors to sign a document confirming particulars are correct before you market a property. Give them a chance to amend anything that is wrong. This won't protect you if you print a misdescription you could have reasonably checked out for yourself, but it will minimise the risk.

Think about all the descriptive phrases you use and ask yourself what they will mean to a purchaser.

Make it somebody's task to proofread particulars and sign to say they have done so.

When you get enquiries about a property, ensure the person who prepared the details answers the questions, and keep a record of what is said on file.

Check everything you can. Ask to see receipts and guarantees for work carried out. Call to check council-tax bands. Ask for evidence of sales and turnover if you want to describe the success of a business property.

Set up a process to ensure that your staff are adequately trained and that their work is regularly checked. You should consider random double-checking of property details against the property itself during this auditing process. Any deficiencies can then be dealt with by issuing corrected particulars and retraining where necessary. You should keep records of training and checks made.

General descriptions

Care should be taken when using terms such as 'immaculate condition' or 'recently decorated'. These terms will be taken to refer to the entire property unless otherwise stated. If there are any particularly attractive features, your client will obviously expect you to use them as selling points but they should not be emphasised to the exclusion of bad features if the overall result is a misleading description.

Location

Don't stretch popular and desirable areas too far; use the correct postal address. If a house is in one county geographically, but its postal address is in a neighbouring county, you should include both with equal

prominence.

Comments concerning the proximity of properties to local services should be used with care. Terms such as 'close' or 'easy access' are best avoided, as are estimates of journey times. A statement of the actual distance is more accurate - for example, three miles to junction 16 of the M4.

Environment

If a house has open fields on three sides and a builder's yard or nightclub on the fourth, the safest option is not to refer to the outlook of the property. If you said that it was surrounded by views across open fields, you would mislead unless you made equal reference to the view on the fourth side. If the fourth side was of such importance to a consumer that it could affect their decision to buy, it may be a misleading omission not to mention it. If you use a photograph of the back or the side of a property on its own, you should make that fact clear.

Photographs

A photograph can be misleading. Do not doctor photos or use extreme lenses that affect the perspective of the image. If you take a photo of the view from a bedroom window, but cannot include the rubbish dump, don't say 'panoramic views' or 'unspoilt countryside'.

Measurements

You should try to make measurements as accurate as you can. Laser measures are the most common tool used by agents and these should be regularly checked for accuracy against a known distance.

Be careful with gardens, where large length or area measurements can be involved, to ensure that accurate dimensions etc are given.

New instructions

You may advertise a property as a 'new instruction' to your agency for only a short period (we would suggest a month) after you have been asked to become the vendor's agent. This applies even if the property has been advertised previously with another agency.

Pricing

The CPRs cover the pricing of all properties and you must be careful not to mislead consumers with regard to the previous price of a property if you are claiming a reduction in price. *Guidance for Traders on Pricing Practices*, produced by the Chartered Trading Standards Institute (CTSI), gives guidance as to how price reductions can be advertised. The guidance can be found in ['Providing price information'](#).

You should also be aware that the Regulations ban a trader from passing on materially inaccurate information about market conditions with the intention of getting the consumer to make a purchase in less favourable conditions (for example, an agent incorrectly telling a consumer that they have sold several properties in the same area, just like the one the consumer is viewing, at a certain price, in order to get the consumer to buy at an inflated price).

Of course, you can change the price at any time and not claim a 'reduction' (but make sure all copies and methods of advertising a property are changed at the same time).

Tenures

You should be able to provide information on the length of any lease or freehold of the property. A simple search with the Land Registry can provide all this information.

Extensions, loft conversions & outhouses

Extensions, loft conversions and outhouses have created problems where an estate agent has described a room as a bedroom, but it has not been subject to planning or building regulation approval and, thus, is not suitable to be used as such. If a vendor is unable to supply details, then the planning office should be approached for confirmation. If you are unable to establish that the room was correctly approved, then great care needs to be exercised; either describe the room as a boarded loft area (or other appropriate description), or state clearly that planning permission for the room has not been obtained.

Communal areas & parking places

Problems have arisen when a vendor has assumed that they own, or have rights over, a particular parking space when actually they only park there by habit or private arrangement. If a parking space, used by a vendor, is not clearly within the boundary of a property, further checks should be made or great care should be used when describing this feature.

Re-checking

If you have a property that has been under your instruction for a long period of time, it is advisable to check whether the details are still correct. If particulars are issued that contain information that is no longer accurate, an offence could be committed.

If a new road is planned, or if the local train operator withdraws a train service to which you had referred, you should modify your details and advertisements. You should consider a system of re-verifying particulars with vendors and including a clause in their contract requiring notification of any material alterations they make to property post-marketing.

It is suggested that particulars should carry the date on which they were compiled or revised to avoid confusion.

Disclaimers

The Consumer Protection from Unfair Trading Regulations 2008 do not state that disclaimers may be used, nor do they prohibit their use.

General disclaimers in small print, telling buyers not to rely on details, won't be effective in preventing offences. In particular, they are unlikely to be effective in relation to any misleading omission under the CPRs.

Case law under the Trade Descriptions Act 1968 (now mostly repealed) stated that any disclaimer that is applied must be as bold, precise and compelling as the statement to which it relates, be as effectively brought

to the notice of anyone to whom the property may be sold, and equal the description in the extent to which it is likely to be understood by prospective purchasers. This may well not be sufficient under the CPRs, so you are advised to be accurate with all the information you supply.

However, there are some cases where a specific qualifying description may be acceptable. For example, if the vendor claims, without documentary evidence, that the property was treated for dry rot, you may only mention this if you say as part of that description that you have not seen any documents to verify this. A similar qualification might be applied to the working order of household appliances, central heating, or claims about the history of a property. The crucial fact in assessing whether a qualified description is valid is the ease with which you could have reasonably checked it.

Other matters that may affect you

The CPRs apply in relation to all elements of estate agency work, so will not only cover descriptions you apply to properties, but also any description you make concerning the service you provide, as well as the service itself. For example, if you display a 'For Sale' board outside a property you are not authorised to market, or display a 'Sold' board outside a property you have not sold, you are likely to be breaching the Regulations and could face civil and/or criminal action.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs) apply to contracts made on-premises, off-premises and at a distance (such as via the internet). Where contracts to provide estate agency services are made off-premises or at a distance, the consumer has a right to cancel the contract within a 14-day period and the Regulations set out strict requirements as to how this right to cancel must be communicated to the consumer. See ['Consumer contracts: off-premises sales'](#) or ['Consumer contracts: distance sales'](#) for more information.

The CCRs also create requirements for the provision of certain information that a trader must give a consumer before a contract is agreed. This is covered in the two guides linked to above and also in ['Consumer contracts: on-premises sales'](#).

Although you are unlikely to finalise a sale without any face-to-face contact with the purchaser, if you use a website to advertise properties the Electronic Commerce (EC Directive) Regulations 2002 will apply. These are also covered in ['Consumer contracts: distance sales'](#).

The Energy Performance of Buildings (England and Wales) Regulations 2012 create the responsibility of the seller to provide an Energy Performance Certificate (EPC) to the potential buyer. If it is being rented, then it is the responsibility of the landlord to provide the EPC to the potential tenant. An agent for the landlord or seller must ensure an EPC has been commissioned for the property before marketing and make all reasonable efforts to ensure the EPC has been obtained within seven days of first marketing the property. See also ['Energy Performance Certificates'](#).

The Consumers, Estate Agents and Redress Act 2007 places a requirement on estate agents to belong to an approved redress scheme. Letting agents and property management companies in England are similarly required to belong to an approved redress scheme under the Redress Schemes for Letting Agency Work and Property Management Work (Requirement to belong to a Scheme etc) (England) Order 2014. The current approved schemes are operated by The Property Ombudsman Limited and the Property Redress Scheme. Further information on the [redress schemes](#) can be found on the GOV.UK website.

Property agents (those who engage in letting agency or property management work) in England are required to belong to an approved client money protection scheme. There are requirements to display membership certificates, to inform clients of which scheme they belong to, and to notify clients of any changes regarding membership of a scheme. [Guidance on client money protection](#) is available on the GOV.UK website.

Under the Town and Country Planning (Control of Advertisements) Regulations 1992, the display of temporary 'For Sale', 'To Let' or 'Sold' boards is allowed by way of a 'deemed planning consent', providing certain criteria regarding maximum size etc are met. Once a sale has gone through, or a premises has been let, a sign such as 'Sold' or 'Let' may only be displayed for a maximum of 14 days. See [Outdoor Advertisements and Signs: a Guide for Advertisers](#), published by the Ministry of Housing, Communities and Local Government (which was known as the Department for Communities and Local Government at the time), for more information.

Most of the Estate Agents Act 1979 is enforced by the National Trading Standards Estate Agency Team by a system of negative licensing. This means you do not need a licence to act as an estate agent, but if you breach the legislation, you may be banned. It covers various undesirable practices, such as failure to declare a personal interest, failing to pass on offers, discriminating against buyers that do not take other services, conviction for other offences involving fraud, dishonesty, etc. The part enforced by trading standards services relates to the maintenance and auditing of clients' accounts.

Anyone who lets furnished accommodation as a business activity, including letting agents, estate agents and private landlords needs to be aware of the safety requirements; see ['Goods in rented accommodation'](#).

The Consumer Rights Act 2015 outlines requirements for accommodation letting agents and property management businesses to display their fees and charges; see ['Property agents'](#).

The Tenant Fees Act 2019 prohibits letting agents from requiring tenants, and those connected with them, to make certain types of prohibited payments, to enter specified contracts or to make loans in connection with tenancies of housing in England; see ['Property agents'](#).

If you offer credit, or introduce people to sources of credit, you need to be authorised by the Financial Conduct Authority; see ['Credit & other financial matters'](#).

Penalties

Failure to comply with trading standards law can lead to enforcement action and to sanctions, which may include a fine and/or imprisonment. For more information please see ['Trading standards: powers, enforcement & penalties'](#).

Key legislation

[Estate Agents Act 1979](#)

[Town and Country Planning \(Control of Advertisements\) Regulations 1992](#)

[Enterprise Act 2002](#)

[Housing Act 2004](#)

[Consumers, Estate Agents and Redress Act 2007](#)

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

[Energy Performance of Buildings \(England and Wales\) Regulations 2012](#)

[Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#)

[Redress Schemes for Letting Agency Work and Property Management Work \(Requirement to belong to a Scheme etc\) \(England\) Order 2014](#)

[Client Money Protection Schemes for Property Agents \(Requirement to Belong to a Scheme etc\) Regulations 2019](#)

[Tenant Fees Act 2019](#)

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Please note

This information is intended for guidance; only the courts can give an authoritative interpretation of the law.

The guide's 'Key legislation' links may only show the original version of the legislation, although some amending legislation is linked to separately where it is directly related to the content of a guide. Information on amendments to UK legislation can be found on each link's 'More Resources' tab; amendments to EU legislation are usually incorporated into the text.



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Though not marked as relevant for Northern Ireland, the advice and guidance that applies to England can be taken to reflect the 'spirit' of the law in NI, but should not be relied upon without professional advice.

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