

What Are the Six Covenants of Title?

Written by Alexander Harris; Updated June 20, 2018

Most times, when a seller sells property to a buyer, he will sign a warranty deed. This document transfer the legal title to the buyer and guarantees that the seller is the rightful owner of the property and is selling it free of any liens. The six covenants of title represent the promises that the seller makes. Three covenants are considered present covenants, which means they apply to the parties of the most recent transfer. The other three are future covenants, which any owner can enforce against any previous grantor if they are broken.

Covenant of Seisin

The present covenant of seisin is an assurance that the seller is the rightful owner of the property being sold. It's basically a promise that the owner owns what he says he owns. The concept dates back to feudal English law. Seisin applies to both the title to the property and the right of possession to the property, that is, the seller owns the property and has the exclusive right to occupy it.

No Encumbrances

The present covenant against encumbrances is a promise by the seller that the land is owned free and clear. This means that the property is not subject to any liens, mortgages, taxes, leases, easements and other restrictions that might affect the buyer's ability to use the property or which might reduce its value. An easement is a right that affects the owner's physical use of the land, for example, a right of way is an easement. A lien is an encumbrance upon the buyer's title to the property. The government might file a lien, for example, if the owner has not paid his state or federal taxes.

Right to Convey

Having the right to convey means that the seller is legally entitled to transfer the property to the buyer. The seller must hold title to the property to possess the right to convey. This present covenant assures the buyer that the grantor has this right. If a third party were to come forward with a legal interest in the property, the guarantor would be in breach of this covenant.

Quiet Enjoyment

The future covenant of quiet enjoyment is an assurance that the buyer's right to possession will not be impacted by a third party's legal claim to title. If a third party came forward with a lawful claim, the seller could be liable for damages. This is basically a promise that no one is going to come along and foreclose on the property or evict the buyer.

Covenant of Warranty

The covenant of warranty is very similar to that of quiet enjoyment. This future covenant is a promise that the grantor will defend against any title claims from third parties – if there's a problem it's up to the grantor or seller to sort it out. By the covenant of warranty, the grantor also promises to compensate the buyer for any losses she might incur as a result of any third-party claim.

Further Assurances

This future covenant is a promise that the grantor will do whatever is reasonably necessary help the grantee perfect the title should the need arise later down the road. This could involve executing additional legal documents or correcting mistakes found in previous documents.