

Australian Capital Territory

Land Titles (Verification of Authority) Rules 2026

Disallowable instrument DI2026–137

made under the

Land Titles Act 1925, s 48BF (Verification of authority rules)

1 Name of instrument

This instrument is the *Land Titles (Verification of Authority) Rules 2026*.

2 Commencement

This instrument commences on the day after its notification day.

3 Rules

I make the verification of authority rules at schedule 1 of this instrument.

4 Revocation

This instrument revokes the *Land Titles (Verification of Authority) Rules 2020* (DI2020-111).

Josh Rynhart
Registrar-General
24 June 2026

Schedule 1

(See s 3)



ACT
Government

VERIFICATION OF AUTHORITY

Registrar-General's Rules

ACCESS CANBERRA
LAND TITLES OFFICE

VERSION 2.0

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VERIFICATION OF AUTHORITY

Registrar-General's Rules

1. DEFINITIONS

Term	Definition
Client	Means a person who has appointed a Legal Practitioner pursuant to a Client Authorisation; or a caveator who has appointed a Legal Practitioner but has not executed a Client Authorisation; or a party to a Registry Instrument who has retained a Legal Practitioner to prepare that Registry Instrument on their behalf, so that the party, or their attorney, may execute it.
Client Authorisation	Means a Client Authorisation between a Client and a Legal Practitioner in substantial compliance with the form set out in Appendix A, as amended from time to time.
Conveyancing Transaction	Means a transaction that involves one or more parties and the purpose of which is to — (a) create, transfer, dispose of, mortgage, charge, lease or deal in any other way an estate or interest in land; or (b) get something registered, noted or recorded in the titles register; or (c) have the registration, note or record of something in the titles register changed, withdrawn or removed.
Court	Means the Supreme Court or any other court having jurisdiction in relation to the matters mentioned in the <i>Land Titles Act 1925</i>
Legal Practitioner	Means an Australian lawyer who holds a local practising certificate or interstate practising certificate under the <i>Legal Profession Act 2006 (ACT)</i> and who is authorised to execute a Registry Instrument pursuant to a Client Authorisation; or to execute a caveat, on behalf of a party to that Registry Instrument; or to prepare a Registry Instrument on behalf of a party to that Registry Instrument, for execution by that party, or that party's attorney.
Person	Includes an individual or a body politic or corporate.
Registry Instrument	A paper instrument under the <i>Land Titles Act 1925</i> .

2. OVERVIEW

Summary

Section 48BF of the *Land Titles Act 1925* requires a Legal Practitioner to verify their clients' authority to be a party to the Registry Instrument authorised by or under a Client Authorisation prior to executing a Registry Instrument on behalf of their Client.

These Rules require that “reasonable steps” are taken to verify authority. Verifying a person’s authority in accordance with these Rules requires inspection of supporting documents that connect the person to the land which is being conveyed, or which otherwise show their authority to be a party to the Registry Instrument. The supporting documents to be inspected will vary depending on the circumstances.

To comply with these Rules, it will be necessary to take the steps to verify authority that a prudent legal practitioner or mortgagee (as the case may be) would reasonably be expected to take in the circumstances and in the ordinary course of their business.

Additionally, prior to registering or recording a Registry Instrument executed by a self-represented party, the Registrar-General needs to verify that the party is authorised to enter into the Conveyancing Transaction to which the Registry Instrument relates.

An expression used in these Rules that is not defined above has, unless the contrary intention appears, the same meaning as in the *Land Titles Act 1925*.

Purpose of these Rules

The *Land Titles Act 1925* requires that the authority of a party to an Registry Instrument, to enter into the relevant transaction, is verified.

- Prior to entering into a mortgage, a mortgagee must verify the authority of the mortgagor to enter into the mortgage, in accordance with these Rules;
- Prior to varying a mortgage, a mortgagee must verify the mortgagor’s authority to enter into the variation, in accordance with these Rules; and
- Prior to executing an Registry Instrument on behalf of a Client, a Legal Practitioner must verify the authority of their Client to have the right to enter to be a party to that Registry Instrument, in accordance with these Rules; and

Additionally:

If a party to a Registry Instrument is not represented by a Legal Practitioner, the Registrar-General must not register the Registry Instrument unless the Registrar-General has verified the the authority of the party to enter into the transaction to which the Registry Instrument relates. These Rules outline the manner in which the Registrar-General must verify that self-represented parties have the authority to enter into the relevant transaction.

3. WHEN DO THESE RULES APPLY?

These Rules apply to paper Registry Instruments and documents under the *Land Titles Act 1925* to be lodged in-person at the Australian Capital Territory Land Titles Office.

Registry Instruments lodged electronically under the *Electronic Conveyancing National Law (ACT) Act 2020* (E-Conveyancing Law) are to comply with the participation rules made under the E-Conveyancing Law, section 23.

4. WHY IS VERIFICATION OF AUTHORITY REQUIRED?

Verifying the authority of a party, to be a party to the relevant Registry Instrument, is considered to be part of the due diligence required of conveyancing professionals. The *Land Titles Act 1925* has now been amended to expressly require compliance with this obligation. Failure to comply with the obligation is now an offence.

Verifying a party's authority mitigates the risk of a fraudulent transaction. It gives the other parties to the transaction confidence they are dealing with a person who has the authority to enter into the transaction.

The identity of parties must also be verified in accordance with the Verification of Identity Rules under section 48BE of the *Land Titles Act 1925*. These Rules complement those Rules. Prudent conveyancing practice generally entails these two verification procedures being conducted at the same time.

5. CLIENT AUTHORISATION

A Legal Practitioner must:

- a) for any Client Authorisation it enters into, use a form in substantial compliance with the form set out in Appendix A as at the date of signing this form; and
- b) except for Caveats, for which a Client Authorisation is optional, enter into a Client Authorisation with its Client before the Legal Practitioner signs the Registry Instrument.

There is no requirement in these Rules for a Client Authorisation to be signed and kept in hard copy. It is acceptable for the Client to sign, scan and send the Client Authorisation by email to the Legal Practitioner or to sign electronically by utilising digital signature technology. The Legal Practitioner must be comfortable that the person that has signed the Client Authorisation is their Client prior to executing a Registry Instrument on behalf of their Client. Further guidance on electronic signatures is provided in section 9 of the *Electronic Transactions Act 2001*.

6. VERIFICATION OF AUTHORITY BY LEGAL PRACTITIONERS AND MORTGAGEES

Legal Practitioners and mortgagees must take reasonable steps to verify the authority of:

- (a) **Clients:** For each Conveyancing Transaction a Legal Practitioner must verify that its client is a legal person and has the right to enter into the Conveyancing Transaction.
- (b) **Mortgagors:** A mortgagee, or a Legal Practitioner of a mortgagee, must, for each mortgage and variation of mortgage, verify that the mortgagor is a legal person and has the right to enter into the mortgage.

7. REASONABLE STEPS

To comply with these Rules, the legal practitioner, or mortgagee must take "reasonable steps" to verify the authority of the party to be a party to the Registry Instrument.

The verification will, in each case, require inspection of supporting documents that link the person to the land which is being conveyed.

The supporting documents should therefore name the person whose authority is being verified, identify the land and show that the person has a connection with the land.

8. WHAT ARE “REASONABLE STEPS”?

“Reasonable steps” is a commonly used legal concept. In this context, it means taking the steps a prudent Legal Practitioner or mortgagee (as the case may be) would reasonably be expected to take in the circumstances and in the ordinary course of their business.

Whether “reasonable steps” have been taken will be a question of fact depending on the circumstances of the individual case. If necessary, this would be subsequently determined by a Court after considering all the particular circumstances.

More extensive checks and enquiries should be made where doubt arises (or would arise in the mind of a reasonable and prudent practitioner) in relation to the person’s authority to enter into the conveyancing transaction. See paragraphs 10 and 11 below for further information.

When the Legal Practitioner undertakes reasonable steps to verify the authority of a person, that Legal Practitioner must prepare and provide upon request a written statement of the steps taken (including the date and time) to verify the authority of each person entering into the Conveyancing Transaction.

9. SELF-REPRESENTED PARTIES

The *Land Titles Act 1925* states that if a party to a Registry Instrument is not represented, the Registrar-General must not register the Registry Instrument, unless the Registrar-General has verified the authority of the party to enter into the transaction to which the Registry Instrument relates. Under section 48BC of the *Land Titles Act 1925*, the self-represented party is to ensure that evidence is provided to verify their right to enter into the Conveyancing Transaction. The documentation requirements will depend on the capacity of the party to the Conveyancing Transaction.

10. EXAMPLES OF VERIFICATION DOCUMENTS

The following are examples of documents that may be used to verify a person’s authority to enter into common conveyancing transactions:

Outgoing Party and Mortgagor

For a party that is relinquishing its interest, such as a transferor, or a mortgagor, supporting documentation that may assist in verifying the party’s authority could include:

- > a current rates notice for the land;
- > a current utility bills for the land;
- > a current land tax assessment notice for the property;
- > loan documentation connecting the party and the land; or
- > the mortgage granted by the mortgagor.

This list is not exhaustive and reliance on any one document to verify authority is unlikely to satisfy the requirement to take “reasonable steps”.

A title search should be obtained to check who is named as a registered interest holder to ensure the correct Person’s right to deal is being verified but should not be relied upon as the only document to be used as Verification of Authority.

Legal Practitioners representing a Caveator should take reasonable steps to verify their client's authority to deal with the land. This is done by determining that a caveatable interest exists and that you believe the claims made by the Caveator are true in substance and in fact.

Caveator (Withdrawal of Caveat)

Legal Practitioners representing the Caveator named in the Caveat should take reasonable steps to ensure the Caveator is the same person you initially represented. If you did not originally represent the Caveator named in the Caveat, production by the Caveator of supporting documentation for the Caveat could assist in establishing the Caveator's right to deal with the land.

Incoming Party

For a party gaining an interest in the land in the conveyancing transaction, such as a transferee or a mortgagee, supporting documentation that may assist in verifying authority to deal with the land could include the following:

- > the contract of sale for the land; or
- > loan documentation connecting the party to the land.

This list is not exhaustive. What constitutes reasonable steps will depend on the circumstances.

11. FURTHER CONSIDERATIONS

There are many instances where further consideration will need to be given to determining what steps would be considered "reasonable" in a particular case.

For example:

- Is the transacting party's name different on the supporting documentation? If so, have they changed their name and can they provide documentation to show this?
- Is the transacting party more than one person (such as joint tenants)? If so, all persons comprising the transacting party should have their authority to enter the transaction verified and their knowledge of the conveyancing transaction confirmed.
- Is there an insolvency event involving one of the transacting parties? If there is an insolvency event, is the conveyancing transaction permitted under the relevant legislation?
- Is the transacting party a statutory corporation? What is the correct name of the statutory corporation? Is the transaction permitted under the relevant legislation? If the transacting person is acting under delegation, has a delegation been lawfully made allowing them to do so?
- Is the transacting party a successor at law to the registered proprietor? On what basis is it a successor at law - statutory vesting, transfer of business, or another basis?
- Is the transacting party an executor? Is the transaction contemplated by the will? Is the transacting party a protected person or acting in the role of financial manager of a protected person?
- Is the transaction permitted by any relevant orders and under the relevant legislation?
- Is the transacting person acting under a power of attorney? Does the power of attorney permit the transaction? Is the power of attorney still current or has it been revoked? Has the correct

person been identified as attorney? Are attorneys required to act jointly or can they act severally?

- Is the transacting party an incorporated association?¹ If so, is the transaction permitted under the association's rules and the relevant legislation? Are you dealing with Legal Practitioners of the incorporated entity duly authorised to provide instructions? Does the transaction purport to give effect to a court order? Is the transaction authorised by the order?

Further enquiries should be made where doubt arises (or would arise in the mind of a reasonable and prudent practitioner), in relation to the transacting person's authority to enter into the transaction. For example, where you know or ought to know:

- that the documents being produced for verification of authority are not genuine; or
- that the age of the person whose authority is being verified does not appear to be consistent with the likely age of the transacting party (for example, the purported transferor is too young to have purchased the property at the time it was purchased); or
- of any other circumstance that raises suspicion or should be investigated further.

Circumstances may raise awareness that greater care should be taken in relation to a particular transaction. For example, if the transaction is urgent, or the veracity of instructions is doubtful, or a non-standard mortgage of an unencumbered title is involved, or the transacting party has limited English. Whilst such transactions may be legitimate, it may be necessary to verify the circumstances surrounding the transaction (for example, by checking the reason for urgency or engaging an independent interpreter).

12. SUPPORTING EVIDENCE

Documents used by a Legal Practitioner or mortgage corporation to verify a person's authority to be a party to a Registry Instrument must be retained for at least seven years from the date the Registry Instrument is lodged in the Land Titles Office.

13. FAQ'S

How do I know that my client is the same person that is the registered proprietor on the register?

You need to take reasonable steps to satisfy yourself. These may include simultaneous verification of identity and verification of authority by obtaining supporting evidence that links your client to the land. The supporting evidence may be one or more of the documents referred to under the examples of verification documents above. You should also make further enquiries where doubt arises or should arise in relation to your instructions and the conveyancing transaction.

Does your client have the ability to consent?

An individual must have the ability to consent. A person has decision making ability if they are able to understand the decision in question, its consequences (the nature and effect of the decision), and communicate their consent (communication does not need to be verbal).

¹ See the *Associations Incorporation Act 1991*

In general, it should be presumed that an individual has the ability to consent, unless there is something that would indicate the individual is not capable of consent. Some factors to consider in assessing decision making ability include:

- An individual may not be able to consent if they have impaired decision-making ability due to a disability that affects their cognition, temporary incapacity, for example during a psychotic episode, a temporary psychiatric illness, or because the individual is unconscious, in severe distress or suffering dementia.
- The mere fact that a person has a disability does not automatically mean they are unable to consent. The disability in question must impact decision making for it to impair a person's ability to consent.
- Some individuals may have a mental disability or intellectual or cognitive impairment but can exercise decision making ability if provided with adequate support.
- Decision making ability is decision- specific, can vary in different circumstances and can be fluctuating and change over time.
- An individual's inability to make certain types of decisions does not automatically mean an individual cannot consent or could not consent even with supported decision making.
- Each individual's capacity to consent must be assessed on a case-by-case basis.

If with adequate and appropriate support ('Supported Decision Making') the individual might be assisted to provide a satisfactory consent, those supports should be provided. Substituted decision making (where a person is empowered to make a decision on another person's behalf) should only be used as a last resort. However, if consent is required and the individual cannot provide a satisfactory consent with adequate and appropriate support, then consideration must be given to seeking consent from a substitute decision maker, for example:

- a parent, a person with parental responsibility, or guardian (as defined by the *Family Law Act 1975*);
- someone with an enduring Power of Attorney;
- a person recognised by other relevant laws, for example a financial manager under the *Guardianship and Management of Property Act 1991 (ACT)*(this may be an individual's spouse, partner, carer, family member or close friend);
- or a person who has been nominated in writing by the individual while they were still capable of giving consent.

Wherever possible the individual subject of the consent, should be involved in the decision-making process and have relevant privacy matters discussed with them in a way and level appropriate for the individual's decision-making ability.

Some people with a disability may need to utilise unconventional forms of communication, for example if they are non-verbal, to articulate their decision and consent. As long as the person is able to communicate in a method that is comprehensible, the consent can be relied upon.

If you are not sure of the ability of an individual to make a consent decision or communicate the consent decision, you must not rely on that consent. Legal Aid ACT provides a useful toolkit for assessing decision making ability which is available here: [ACT Capacity Toolkit — A Guide for Assessing Capacity](#)

I am a practitioner representing an incoming mortgagee, what are my verification of authority obligations?

You must take reasonable steps to verify the authority of your client. This could be done by obtaining loan documentation and any other supporting documentation that shows they are the intended incoming

mortgagee for that property. In addition to this, you must take reasonable steps to verify that the mortgagor has the authority to enter into the mortgage. This could be done by obtaining the contract of sale and other related documentation if they are the incoming registered proprietor. If they are the current registered proprietor, documentation connecting them to the land is required. See examples of verification documents above for further information.

Clause 4.1 - Privacy Notices and Policies

The collection of personal information on the Client Authorisation Form is required by law under Section 48BA (5)(b) of the *Land Titles Act 1925*, to ensure accurate and legal transfer of title or registration of other interests relating to land and for maintaining publicly searchable registers and indexes. Personal information collected on this form will be handled in accordance with the Territory Privacy Principles in Schedule 1 of the *Information Privacy Act 2014*. More detailed information about how the City and Environment Directorate, Access Canberra handles this personal information is available at: <https://www.act.gov.au/acprivacy>

It is the Legal Practitioner or Legal Practitioner Agent obligation to ensure they have advised, in accordance with Clause 4.1, where to locate CED, Access Canberra’s Privacy Policy.

Clients should be aware of the below if using an overseas entity:

When completing the Client Authorisation Form, clients should be aware that their personal information may be used or disclosed to entities listed in Clause 4. 1 (a) to (d) who are involved in the completion or processing of the Conveyancing Transaction(s). These entities may be governed by other privacy laws in their State/Territory in which that entity is located, the *Privacy Act 1988* (Cth), and we recommend clients have read and understood any privacy notices or policies where presented.

If those entities disclose personal information to any overseas parties, they should inform clients at the time of collection: in which country those parties are located; and advise clients that their personal information may no longer be subject to the protection of Australia Privacy law(s) if they do.

APPENDIX A - CLIENT AUTHORISATION FORM

CLIENT AUTHORISATION		Version 7	
When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s)			
Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form.			
Representative Reference: _____			
CLIENT DETAILS	CLIENT 1	CLIENT 2	
	NAME	_____	_____
	ACN/ARBN	_____	_____
ADDRESS	_____		
TRANSACTION DETAILS	AUTHORITY TYPE	<input type="checkbox"/> SPECIFIC AUTHORITY	<input type="checkbox"/> STANDING AUTHORITY
		(set out conveyancing transaction details below)	ends on revocation or expiration date: ___/___/___ (tick relevant conveyancing transaction(s) below)
		<input type="checkbox"/> BATCH AUTHORITY	(attach details of conveyancing transaction(s))

Terms of this Client Authorisation

1 What is Authorised

The Client authorises the Representative to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

- (a) sign documents on the Client's behalf as required for the Conveyancing Transaction(s); and
- (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and
- (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and
- (d) do anything else necessary to complete the Conveyancing Transaction(s).

The Client acknowledges that the Client is bound by any documents required in connection with a Conveyancing Transaction that the Representative signs on the Client's behalf in accordance with this Client Authorisation.

2 Mortgagees

Where:

- (a) the Representative represents the Client in the Client's capacity as mortgagee; and
- (b) the Client represents to the Representative that the Client has taken reasonable steps to verify the identity of the mortgagor,

the Client indemnifies the Representative for any loss resulting from the Client's failure to take reasonable steps to verify the identity of the mortgagor.

3 Revocation

This Client Authorisation may be revoked by either the Client or the Representative giving notice in writing to the other that they wish to end this Client Authorisation.

4 Privacy and Client information

4.1 The Client acknowledges that information relating to the Client that is required to complete or process the Conveyancing Transaction(s), including the Client's Personal Information, may be collected, stored and used by, and disclosed to, stored and used by:

- (a) the Duty Authority;
- (b) ELNOs;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

4.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.

4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

5 **Applicable law**

This Client Authorisation is governed by the law in force in the Jurisdiction in which the Property is situated. The Client and the Representative submit to the non-exclusive jurisdiction of the courts of that place.

6 **Meaning of words used in this Client Authorisation**

In this Client Authorisation, capitalised terms have the meaning set out below:

Australian Consular Office Witness means a person listed in section 3 of the *Consular Fees Act 1955* (Cth).

Batch Authority means an authority for the Representative to act for the Client in a batch of Conveyancing Transactions details of which are attached to this Client Authorisation.

Capacity means the role of the signatory (for example an attorney or a director of a company).

Client means the person or persons named in this Client Authorisation.

Client Agent means a person authorised to act as the Client's agent but does not include the Representative acting solely in this role.

Compliance Examination has the meaning given to it in the ECNL.

Conveyancing Transaction has the meaning given to it in the ECNL.

Duty Authority means the State Revenue Office of the Jurisdiction in which the property is situated.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the application law, as amended from time to time.

ELNO means Electronic Lodgment Network Operator.

Identity Agent means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative, to act as the agent of the Representative or mortgagee, and who:

- (a) the Representative or mortgagee reasonably believes is reputable, competent and appropriately insured; and
- (b) is authorised by the Representative or mortgagee to conduct verification of identity on behalf of the Representative or mortgagee in accordance with the Verification of Identity Standard.

Jurisdiction means an Australian State or Territory.

Land Registry means the agency of a State or Territory responsible for maintaining the Jurisdiction's titles register and, where the responsibility has been delegated, it includes the delegate.

Participation Rules means the rules relating to use of the electronic lodgment network determined by the Registrar from time to time.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Prescribed Requirement means any published requirement of the Registrar that Representatives are required to comply with.

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

Representative is the Australian legal practitioner, law practice or licensed conveyancer named in this Client Authorisation who acts on behalf of the Client and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

Representative Agent means a person appointed in writing by a Representative to act as the agent of the Representative including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

Specific Authority means an authority for the Representative to act for the Client in completing the Conveyancing Transactions described in this Client Authorisation.

Standing Authority means an authority for the Representative to act for the Client as described in this Client Authorisation for the period of time set out in this Client Authorisation.

Subscriber has the meaning given to it in the ECNL.



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