

# What Can Home Buyers Expect Sellers to Fix?

By Dian Hymer

Negotiating a purchase contract isn't easy when home sellers cling to expectations based on last year's real estate market, and buyers refuse to overpay. Equally challenging are the renegotiations that can occur after buyers do inspections.

How do you successfully navigate the second round of negotiations? The goal is to come away from the bargaining table feeling that you've struck a good deal, ideally without alienating the sellers. After all, you may need to impose on the sellers for return visits to the property before closing. And, you hope the sellers will leave the place clean and tidy.

Before you begin a dialogue with the seller about who is to fix what, you should have a clear understanding of your purchase agreement. For example, does the seller warrant the condition of the property, or are you buying the property in its present condition?

Let's say the contract states that the seller warrants the roof is free of leaks. You ask a roofing contractor to inspect the roof. He says there is evidence of past leaks and recommends replacing the roof before the next rainy season.

In this case, it's reasonable to expect the seller to provide a leak-free roof at closing; it's in the contract. However, this may not mean that you're entitled to a new roof. Most sellers would seek a second opinion. Another roofer might recommend patching rather than replacing.

Transactions can break down over differences of opinion about the extent of a problem and the appropriate remedy. It helps if both parties have open minds and a willingness to cooperate on reaching a mutually satisfactory solution.

In many cases, a seller warranty is not a part of the contract. Instead, the buyer agrees to purchase the property in its present condition subject to inspections.

Depending on how the inspection contingency is written, the buyer may have the unilateral right to withdraw from the contract and have his deposit returned, without even giving the seller the opportunity to repair defects. Likewise, the sellers may be under no obligation to make repairs. If a good faith effort is not made to work out a solution to property problems, the deal is off and the buyer's deposit will probably have to be returned.

Negotiations over inspection issues often fall apart because one party feels that the other is taking unfair advantage. A successful negotiation involves give and take.

Many people think it's acceptable to ask home sellers to repair health and safety issues. Even so, some sellers refuse to pay if they have lived comfortably with these issues for years with no problems.

Sellers may feel a buyer is negotiating in bad faith if they ask sellers to pay to correct a defect that they were aware of before they made their offer.

Suppose you are buying "as is." You signed a seller disclosure that said the roof needed to be replaced. An estimate to replace the roof was included with the disclosure. When you removed your inspection contingency, you made it conditioned on the sellers replacing the roof.

This kind of a request would enflame some sellers. Emotions can run high during a residential home purchase transaction, particularly if the sellers are still occupying the property.

Sellers are often offended when buyers lose sight of the big picture and insist that the seller take care of minor defects. It's best to focus on the major issues.

Make sure you understand what happens if the sellers turn down your requests to repair defects, particularly if you don't want to lose the house. In a popular purchase contract used in California, the seller can't simply cancel the contract if he has a beef with the buyer. He must issue a 24-hour notice to give the buyer a chance to perform.