

Know your home inspection rights

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Often, potential home buyers don't thoroughly understand their home inspection rights.

For those home sales using the standard Georgia Association of Realtors contract, here is a short explanation of its "inspection" section.

The contract offers the home buyer two choices. Choice A gives the buyer the right to inspect the property and then request any necessary repairs on the property. Choice B is a waiver of the buyer's right to have an inspection and to request subsequent repairs.

Choice A is the one taken by most home buyers, but it requires a clear understanding of the rules:

- The buyers have the right to inspect the property themselves or hire a representative, typically a professional home inspector.
- The cost of the inspection is the responsibility of the buyer, and the inspection must be performed at "reasonable times." The contract does not specify the meaning of "reasonable times."
- The buyer agrees to hold the "seller and all brokers harmless" for any injuries or damages that may occur during the inspection. It is the responsibility of the seller to have all utilities and "any pool, spa or similar items" operational for the inspection.
- Buyers and sellers must agree on the number of days from the signing of the contract ("binding agreement") to the date when the buyer must provide the seller with a copy of the inspection report and a list of repair requests. The list is provided as an amendment to the contract. It is called the "form to remove the inspection contingency."
- The buyer can only request repairs of items identified during the inspection, by their representative (inspector), and the only repairs that can be requested are those defined as "defects" in the GAR contract.
- Items that qualify as "defects" are portions of or items that are not in "good working order or repair" (normal wear and tear is not considered a defect); items that are a violation of applicable laws, codes or governmental regulations; and conditions that represent significant health risks or an unreasonable risk of injury or damage.
- Once the buyer has provided the seller with the inspection report and the contract amendment, the seller and buyer set a number of days from the signing of the contract to come to agreement concerning what will and will not be repaired.

Send home repair questions to Ask the Inspector at H&G@ajc.com. Because of the volume of mail, not all questions can be answered. Our expert, Bill Garwood, spent 15 years as a building contractor before becoming a home inspector in 1990. He is part owner of a residential inspection firm and a company providing training in building inspection and codes.