

Robin M. Gronsky

Attorney at Law

315 North Pleasant Avenue

Ridgewood, New Jersey 07450

(201) 251-8001

RGronsky@GronskyLaw.com

Fax (201) 701-0407

Home Buyer Beware – Your Home Inspection Report Does Not Come With a Lifetime Guarantee

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I have never represented a home buyer who did not get the property inspected before the closing (even during the days of the real estate bubble when sellers were not agreeing to any repairs). But, I find that the expectations of my buyers clients seem to be higher than they should be in terms of what the home inspection report is designed to do.

A home inspector will go through the house and check out the conditions of the structure, the systems (heating, air conditioning (if the temperature permits), hot water, plumbing, and electrical) and the appliances. The better home inspectors will go into crawl spaces, up on the roof (but most just use binoculars while on the ground) but they are limited by what is visible. If there are bookcases or other furniture in a room or boxes in the basement or attic, the home inspector will not move anything to see what is behind them. The home inspector will also look for termites or damage from termite infestation.

A home inspection report is a snapshot of what condition the property is in on that particular day. Unfortunately, I have had calls from clients who were upset that things broke down soon after closing or systems that could not be tested due to temperature were not working optimally or a basement that was disclosed as dry was now flooded. They wanted to know if they could get compensation from the home inspector, the seller or the seller's real estate agent.

There are limitations to what you get from the home inspection. It is always possible that the seller lied on the disclosure form but you would have to prove that the seller had knowledge of the condition and lied about it. Or things do break down more quickly than predicted (most home inspectors will mention if something is at the end of its useful life but the seller is not obligated to replace it if it still working at the final walk-through. Or the law could change and what was an acceptable practice when you closed is now unacceptable to buyers and you have to spend money you were not expecting to spend. With flooding issues, we have had 100-year floods and 200-year floods recently, so in most cases, if a basement didn't flood from Hurricane Irene or the other storms we've had, chances are you will be getting the dry basement you are expecting. But, there is no guarantee that we won't experience a 500-year flood soon.

Also remember that if you want to sue someone, you have to pay your legal fees. If the costs of hiring a lawyer, missing work to appear at depositions and in court, and feeling the stress from having an ongoing lawsuit in your life won't outweigh the damages you have suffered (and don't expect to get millions for emotional distress or pain and suffering), it won't be worth it to sue.

There is a reason that the expression “Caveat Emptor” is still used when buying a house – the buyer must beware. You must diligently check out all possible issues, ask your home-buying team about the ramifications of what was found in the home inspection report, ask the seller to repair the items that need repair, but understand that no one can insulate you from all of the risks of buying a home.

Robin M. Gronsky, Esq. is the owner of Gronsky Law Office in Ridgewood, New Jersey. If you need a lawyer to represent you when you are buying or selling a house, contact Robin by telephone at: 201-251-8001 and by e-mail at: RGronsky@Gronskylaw.com. For more information about the different services that Gronsky Law Office provides, go to www.Gronskylaw.com