

Why you should not rely only on the defects disclosure form when buying a property

While the Property Practitioners Act (PPA) requires both property owners and their agents to fully disclose any defects, buyers should also consider some of the previous problems that were resolved but are not currently an issue.



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Should a seller mention the roof tiles that blew off five years ago and had to be replaced, or the gutters that rusted and were replaced three years ago with PVC ones? Or what about the winter pipe-burst that was repaired but caused so much damage at the time that a new kitchen ceiling had to be installed? Or the wooden garage door that warped and was replaced with a steel roll-up?

Writing in the Property Signpost newsletter, Chas Everitt International CEO Berry Everitt notes that the PPA Regulations define a defect as “any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on or affect the value of the property; that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property”.

“And none of the above ‘wear-and-tear’ examples would appear to meet these criteria, so it would probably be immaterial to a homebuyer if they were not listed on the defects disclosure form,” says Everitt.



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“Previously occurring structural defects, however, could be quite another matter, even if they were successfully repaired at some time, because their existence at any stage in the history of the home could affect its lifespan and value and thus have a big influence on any decision to purchase or rent.”

The trouble with structural defects, he says, is that they do not necessarily develop or show within the first few months after a new house has been built – or re-appear soon after having been repaired - and owners or agents might quite legitimately not regard them as defects if they are currently not causing any problem.

“But as a homebuyer, it is likely that you would think twice about buying a home if you were aware that it had developed major cracks at some stage due to soil subsidence, even if the cracks had been expertly repaired and were not visible at the time of viewing. This would be akin to buying a vehicle that you knew had been in a serious accident but was subsequently repaired and currently appeared to be in good order.



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“On the other hand, if you did decide to buy the property, you would probably be inclined to offer a much lower price for it because of the risk that it might very well crack again and that you would have to pay for any further repairs.

“Consequently, our advice to buyers is that they should not rely only on the defects disclosure form when viewing a property. Check everything yourself, look out for signs of old repairs to walls, roofs, foundations and swimming pools and don’t be afraid to ask questions. Try to establish when the defect appeared, who repaired it and whether or not there has been any further problem. Get expert advice if necessary, and then make your own judgement based on the information you receive.”

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