

Pennsylvania For Sale By Owner

Seller's Checklist — From Listing to Closing

Selling your home without a realtor can save you thousands in commission — but it also means you're responsible for the paperwork, compliance, and legal protections that a transaction requires. This checklist covers every step of a FSBO sale in Pennsylvania. We recommend working with a real estate attorney from the start.

Phase 1: Before You List

Pricing & Preparation

- Research comparable sales in your area (sold in the last 6 months, similar size/condition)
- Consider a professional appraisal for an objective value (typically \$300-\$500)
- Decide on your asking price — factor in what you'll save on commission
- Complete any repairs or improvements that will affect sale price
- Declutter, clean, and stage the home for showings
- Take high-quality photos (or hire a photographer — typically \$150-\$300)

Legal Preparation

- Contact a real estate attorney to discuss your transaction
- Locate your deed to confirm how title is held and who must sign
- Contact your mortgage lender for a payoff quote
- Check your municipality's requirements for a use & occupancy (U&O;) inspection
- Determine if your HOA has any transfer requirements or fees
- Gather records of improvements, warranties, and utility costs

Tip: The best time to involve an attorney is **BEFORE** you list — not after you've already signed something. An attorney can advise on pricing strategy, required disclosures, and how to structure the sale.

Phase 2: Listing & Marketing

- List on the MLS (some flat-fee services offer MLS-only listings for \$200-\$500)
- List on Zillow, Realtor.com, Facebook Marketplace, and Craigslist
- Place a yard sign with your contact information
- Prepare a property fact sheet for showings (beds, baths, sq ft, lot size, taxes, utilities)
- Set up a dedicated email or phone number for buyer inquiries
- Schedule and conduct showings (consider open houses on weekends)
- Screen buyer inquiries — ask if they're pre-approved and whether they have an agent

***Note:** If the buyer has a real estate agent, that agent will expect a commission (typically 2.5%-3%). Decide in advance whether you're willing to pay a buyer's agent commission and disclose this in your listing.*

Phase 3: Offer & Agreement of Sale

- Receive and review all offers carefully — don't sign anything without attorney review
- Verify the buyer's pre-approval or proof of funds (cash buyer)
- Negotiate price, closing date, contingencies, and what's included in the sale
- Have your attorney draft or review the Agreement of Sale before signing
- Ensure the agreement includes: mortgage contingency (with deadline), inspection contingency, closing date, earnest money amount, transfer tax allocation, and what stays with the property
- Collect earnest money deposit — this must go into an escrow account (attorney or title company), NOT your personal account
- Sign the Agreement of Sale

Warning: Never sign a buyer's agreement without having your attorney review it first. Buyer-drafted agreements are written to protect the buyer — not you.

Phase 4: Required Disclosures

Pennsylvania law requires specific disclosures from sellers. Failure to disclose known defects can result in legal liability after the sale — even years later.

- **Seller's Property Disclosure Statement** — Required by 68 Pa.C.S. § 7301-7315. Covers structural condition, water damage, environmental hazards, mechanical systems, and all known material defects. Complete this honestly and thoroughly.
- **Lead-Based Paint Disclosure** — Required by federal law for any home built before 1978. You must disclose known lead hazards and provide the EPA pamphlet "Protect Your Family From Lead in Your Home."
- **Any known issues** — Radon test results, mold, flooding history, boundary disputes, easements, neighborhood nuisances. When in doubt, disclose.

Tip: The disclosure is your best legal protection. A thorough, honest disclosure makes it very difficult for a buyer to bring a successful claim against you after closing.

Phase 5: Inspections & Contingencies

- Provide access for the buyer's home inspection
- Receive and review the inspection report
- Negotiate any repair requests or credits (your attorney can advise on what's reasonable)
- Schedule the U&O; inspection if required by your municipality
- Complete any agreed-upon repairs before closing
- Track the buyer's mortgage contingency deadline — if they can't get financing by the deadline, the deal may be off
- Confirm the buyer's appraisal has been completed (lender requirement)

Phase 6: Pre-Closing Preparation

- Order municipal lien letter and tax certifications
- Obtain a mortgage payoff statement from your lender (good through closing date + a few days)
- Your attorney orders the title search and resolves any title issues
- Your attorney prepares the deed
- Review the settlement statement (HUD-1 or Closing Disclosure) for accuracy
- Confirm utilities will remain on through closing
- Cancel homeowner's insurance effective the day AFTER closing
- Gather all keys, garage remotes, gate codes, and appliance manuals

Phase 7: Closing Day

- Bring a valid government-issued photo ID
- Bring all keys, remotes, and access devices
- Sign the deed, settlement statement, and closing documents
- Your attorney handles: recording the deed, paying off your mortgage, disbursing funds, and paying transfer taxes
- Receive your net proceeds (typically by check or wire transfer)
- Confirm the buyer has received keys and access

After Closing

- Keep copies of all closing documents for at least 7 years (tax purposes)
- File your federal and state tax returns reflecting the sale (consult your CPA on capital gains exclusion — up to \$250,000 single / \$500,000 married if you lived in the home 2 of the last 5 years)
- Forward your mail from the property address
- Cancel or transfer any remaining utilities and services

Pennsylvania Transfer Tax Reference

Tax	Rate	Notes
State Transfer Tax	1%	Based on sale price or fair market value, whichever is higher
Local Transfer Tax	1%	Most municipalities; check yours — a few vary
Total	2%	Customarily split 50/50 between buyer and seller (1% each)

Example: On a \$300,000 sale, total transfer tax is \$6,000. Split 50/50, that's \$3,000 from the seller and \$3,000 from the buyer. This is negotiable in the agreement of sale.

What Your Attorney Handles

- Drafting or reviewing the Agreement of Sale
- Reviewing and advising on the Seller's Disclosure
- Ordering the title search and resolving title issues
- Preparing the deed (General Warranty, Special Warranty, or Quitclaim as appropriate)
- Ordering municipal lien letters and tax certifications
- Issuing title insurance (owner's and lender's policies)
- Preparing the settlement statement
- Conducting the closing and handling disbursements
- Recording the deed and mortgage satisfaction with the county

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This checklist is for informational purposes only and does not constitute legal advice. Consult an attorney for advice specific to your situation.