

Title:

Final Walk-Through - The Value of Your Contract

Word Count:

533

Summary:

A walk-through is an important step in a real estate transaction. To get the most out of it, make sure you understand the terms of the purchase contract.

Keywords:

buy new house, walk through, contract, real estate transaction, purchase contract, terms,

Article Body:

A walk-through is an important step in a real estate transaction. To get the most out of it, make sure you understand the terms of the purchase contract.

### Check Things the Contract Specifies

When you signed the contract to purchase your new home, certain elements and characteristics were specified. If the home does not match those elements on the walk-through, the contract will give you leveraging position. Consider the following:

If there's a hole in the wallboard caused by the leg of a table going through it when the seller was moving out, the house is not in substantially the same condition as when you wrote the contract and the wallboard was intact.

If you fill up that lovely, large Jacuzzi tub and the jets won't work, there is a problem with the working systems of the home. If you start the dishwasher, and it leaks before the cycle is finished, that appliance is not in normal working order. If all the surface burners on the stove won't light (if gas) or heat to red hot (if electric), ditto. If the heat or air conditioning won't come on, we have another problem with the working systems.

Allow yourself enough time to really pay attention and check on things. Usually an hour to an hour and a half is enough. Don't have a chip on your shoulder. Do be a good business person and systematically check.

If your contract calls for something you can't easily judge and it requires a

third party to do it (such as the HVAC service mentioned above), you can request a copy of a paid bill at settlement. This is usually sufficient indication that the work has been done, and you know whom to call if there is a problem.

#### What If You Find a Problem?

Settlement may, or may not, be delayed if a problem is discovered. If it's small and something you can easily fix, you may just want to ignore it. If it is something expensive and extensive, you probably don't want to ignore it. Many approaches are possible, but my inclination would be to go to the settlement table anyway and request that enough money be set aside in an escrow account held by a third party (not the buyer or the seller) to fix the problem. I'd pad the amount a little to be sure there's enough. Those funds could then be used to complete the needed work and then the balance released to the seller.

If the seller is not willing to accept the idea of funds in escrow, I'd request a delay of settlement until the work has been completed. The terms of such a delay need to be spelled out in an addendum to your contract.

Setting out to use walk-through to change the terms of a contract is not fair. However, if a walk-through shows that the terms of your contract have not been met, you need to figure out how to get things back on track and are behaving appropriately when you do so.

Most walk-throughs go smoothly. Let's hope yours is one of the smooth ones.