

A buyer and a seller signed a written contract for the sale of a house. The contract was silent regarding which items would stay with the house.

Before the closing, the buyer learned that the seller planned to remove several items that the buyer thought should stay with the house: a garbage disposal, a dining room ceiling fan, and a power lawn mower.

Which of these three items, if any, may the seller remove?

- A. He may not remove any of the items.
- B. He may remove all three items.
- C. He may remove the power lawn mower and the ceiling fan.
- D. He may remove the power lawn mower.

Correct

Collecting Statistics

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**Explanation:**

When a real estate contract does not state which items will stay with the house (as seen here), the seller is prohibited from removing fixtures. That is because a **fixture** is **tangible personal property** (ie, chattel) that is **so attached** to real property that it is **treated as part of the real property** when determining its ownership.

Here, the garbage disposal and the ceiling fan are attached to the house, so they qualify as fixtures that the seller may *not* remove. However, the power lawn mower is not attached to the house, so it is a chattel—not a fixture. Therefore, the seller may remove the lawn mower **(Choices A, B & C)**.

**Educational objective:**

A fixture is tangible personal property (ie, chattel) that is so attached to real property that it is treated as part of the real property when determining its ownership. As a result, a seller is prohibited from removing a fixture when the real estate contract does not state which items will stay with the house.

**References**

35A Am. Jur. 2d Fixtures § 1 (2021) (defining fixture).

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# Fixtures v. Chattels

