



What do buyers have the right to know?

Florida is NOT among the 32 states with disclosure laws requiring home sellers to reveal potentially negative property issues. However, Florida case law does support seller disclosure requirements through case law dating back to 1986.

Since then, a written seller's disclosure has become a critical part of a home sale transaction in Florida. It is a document that addresses everything from the property's land and structural condition to its plumbing, roofing and electrical systems.

Seller disclosure standards in Florida cover obvious defects which are visible to the buyer, and material defects, which are not readily visible, such as a crack in an exterior wall hidden by landscaping. Since the 2004 hurricanes, disclosing the presence of mold in the home has also been addressed.

HOW MUCH SHOULD THE SELLER REVEAL?

Sellers should always respond honestly to buyers' direct questions about the condition of the home.

Real estate studies have shown that disclosing defects rarely compel an interested buyer to turn away from the deal; in fact, in most situations the defect becomes a negotiating point when determining the final sale price.

Generally, real estate attorneys advise that the seller volunteer information about problems such as:

- * Malfunctions in the major systems of the home, such as the foundation, plumbing, electrical system, heating and air conditioning, siding, windows, doors, walls and ceilings
- * Damage to property due to fire, floods, hurricanes, sink holes, etc.
- * Environmental hazards such as lead-based paint (for homes built before 1978), asbestos, radon gas, contaminated soil or water, and mold
- * Problems with termites
- * Work completed without building permits, for example, do-it-yourself projects such as wiring an outdoor speaker system, carpentry, or plumbing jobs

The seller should hire an inspector before putting the home on the market, to learn what issues should be revealed to buyers, and to possibly negotiate for repairs. Ignoring problems and hoping they won't get noticed is not the way to go. A prospective buyer's inspector will likely discover them. If not, the buyer may find them later on, and the seller could be sued.

Remember, sellers are required only to reveal a home's defects, not to necessarily fix them. As long as the defect is disclosed, the seller is not liable if the buyer chooses not to make repairs down the road.

Full disclosure always does more good than harm. Most of the time, a buyer who is truly interested in a home will use the information only as a negotiating point. And in the end, the seller will want to be afforded the same honest, forthcoming treatment when the time comes for him to buy a new home.