

## The Do's and Don'ts of Buying a House - a Personal Experience

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Two years ago, my wife and I sold our house of 23 years and decided to downsize. We thought we would rent for a year and figure out what we wanted to do. I had an accident, so one year became two and she (not me) started looking just as the COVID-19 crisis began. I would have been happy to wait until the quarantine was over, but she was done living in someone else's house. I

questioned how we would look at houses during a pandemic. We engaged an agent and she and the agent began scouting in earnest. Together they looked online at every house in our price range in our desired neighborhoods. They narrowed the list and finally, when it was time for me to look, they made appointments and we looked with masks and gloves in tow.

The first house we really liked from online viewings caused a bit of grief right away. The seller's agent would not let us in unless we were pre-qualified. I barked. I told my agent that I would submit for pre-qualification only if and when I made an offer. If a seller wants to sell, open the house. After a day of back and forth, the seller made an appointment and we showed up only to find another family in the house looking at the same time. By the time we finished our visit, we were hooked. But, we were told that the other family was also very interested. If we wanted the house, we had to make our best offer. So, we did. We offered the asking price, even though I felt that the comps probably didn't support it. So did the other family. But the other family offered cash and our offer contained a financing contingency, so we lost out.

Onward and upward. A week later, we found another house in a better neighborhood that had everything we wanted. However, the house was ridiculously overpriced and had been on the market for well over a year. We ran comps and found the price that a house in the same community had sold for just four months prior and offered that price. The seller, through her agent, expressed contempt. She showed us comps for bigger houses from miles away with more amenities to justify the asking price and countered at a discount that

was still outrageous. We upped our price by \$15,000, and the seller reluctantly agreed. We signed an AS IS contract with right to inspect. My first mistake.

Abe Lincoln famously said, "A lawyer who represents himself has a fool for a client." My corollary is a lawyer who represents himself AND HIS WIFE, has two fools for a client. I relied on the agent to find a home inspector. Why would I do that? I know that I should have had a roof inspector look at the roof. The inspector found little nothings. We only asked the seller to fix the pool light and some wood rot on the fascia. The other stuff was minor.

The appraisal came back and the house was appraised AT OUR ORIGINAL ASKING PRICE. I knew that this was going to happen. Our agent said, don't worry, we'll get the seller to reduce the price. I said, good luck with that. I was right, they flipped out. Ultimately, the seller agreed to a \$5,000 reduction. The two agents kicked in \$2,500 and my mortgage broker kicked in another \$1,000 leaving me about \$7,000 short. My wife wants the house. I eat it.

We wanted to close in 60 days because our lease was up but the seller had health issues and wasn't able to close for 90 days. We were sympathetic so we agreed and were able to get a 30-day extension from our landlord. We both wanted the house, what's an extra month rent? However, we had plans to renovate. We asked the seller if we could come into the house with our decorator and take measurements so we could get estimates for painting and from our contractor. The seller told us no way! She is ill and her doctor won't let anyone in the house as she might be compromised. We asked if we could come in when she is in the hospital for a few days. Not allowed. We asked for evidence that the wood rot is repaired. She said that we had to take her word for it. This battle lasted until the closing date. She had no evidence because she bartered for the work and wouldn't tell us who did the work. If we didn't want the house, she would cancel closing and give us our deposit back. As a result, we were unable to plan for our renovations until the day before closing and we were unable to finish them when we moved in 30 days later.

We scheduled our walk through the day before closing only to find a significant water stain on the ceiling in the master bedroom that was not there during the inspections. The inspector missed a roof leak. The seller did not disclose issues with the roof. We wanted to escrow sufficient funds to address the issue. I suggested \$5,000. The seller suggested \$0, but finally offered \$2,000. We argued for hours and she wouldn't bend, feeling that she had given enough. Again, we had come too far and agreed. The roofers came about five days later and the total cost was \$5,700 to repair.

Since closing and moving in, we have discovered numerous other issues that should have been identified in the inspection report or disclosed by the seller. Why didn't I, the experienced real estate attorney, take the time, draft the contract or make provision to protect myself? I didn't do what I would normally do. I allowed a general inspector to inspect the house rather than licensed contractors to inspect the structure and roof. I allowed the agent to select an

“AS IS” form contract rather than an inspect and repair liability contract. I allowed emotions to drive the deal. I allowed our pending ticking clock on our lease to drive the deal. I allowed the limited inventory and the coronavirus market to drive my thinking. In the end, none of it really mattered. It cost me a bit more. But we’re going to be here for a while, and we didn’t just get a house. We got a home.

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