

Three Main Buyer's Rights

There are three (3) main rights a Buyer has in a transaction.

Right #1 – The Right to Inspect:

1. Each Buyer has the right to inspect anything he wants to know about this property. Use BIE [Buyers Inspection Elections] so that they are made aware of the various types of inspections available.
 1. Buyer needs to check the inspections they choose to get.
 2. If Buyer chooses not to do any inspections, note that on the BIE [either check all “No” boxes or type in at bottom: “Buyer chooses not to get any inspections”].
 3. Also use the BIW also to confirm no inspections.
2. Use the BIW [Buyer Inspection Waiver] after Buyer has received inspections to confirm what inspections Buyer did receive and that Buyer is not obtaining any further inspections.
 1. If Buyer chooses not to do any inspections, note that on the BIE and use the BIW also to confirm no inspections.
 2. If Buyer chooses not to do any inspections, have Buyer initial paragraphs 1 & 2 and paragraph 3 [if you suggest a specific inspection] and paragraph 4 as applicable.

Right #2 – The Right to Request Repairs:

1. Even though the RPA-CA says all properties are sold as AS IS (present condition) or the MLS has said AS IS sale, all Buyers have the right to ask for repairs.
2. This does sometimes take some thinking though and wise choices must be made. If you know Seller doesn't want to fix anything, it better be important what you ask for.

Right #3 – The Right to do a “Walk-Through”

Always use the CAR form **VP [Verification of Property Condition]** before Close of Escrow:

1. **The Buyer has the right to see the property within five days before close of escrow.**
 1. This is to verify that property be in **same condition as at time of Offer**.
 2. This is to also verify that **repairs are satisfactory completed** before close of escrow.
2. This **“Walk-Through” should be a time for all parties** involved [Seller, Buyer, Listing Agent and Selling Agent] **to meet together and make sure everything is OK** before Close of Escrow. Often, the Seller can explain to the Buyer how certain things work: i.e. Thermostat, Alarm System, HVAC, Pool or Spa Equipment, etc.
3. **Both Seller and Buyer should sign the VP.**
4. If there are items that are unsatisfactory, these should be noted on the VP. **The VP can not be use as a “condition of the sale,”** but may be used by the Buyer to document that property condition was not satisfactory at Close of Escrow.