

BUILDING INSPECTION

Just as some people buying a motor car first have an NRMA inspection. so some buying a home have it inspected by an expert to report on the quality of its construction. The buyer's solicitor can recommend an appropriate person. If the agreement provides that the seller will build or complete the building of a new house, apart from any maintenance provisions, there is implied in the agreement a warranty by the seller that he has used proper materials and good workmanship. The effect of this warranty is that even after the time specified in any maintenance clause. you can still sue the seller for a breach of warranty if a defect can be shown to be due to bad materials or workmanship. Proof, however. may not be easy to obtain. If the sale is over an established home, the buyer is buying it in its actual state of repair at the time agreements are exchanged. If the seller or his agent make any promises as to the quality of the improvements the buyer should ensure these are written into the agreement. He/she cannot later complain for failing to notice defects or if the buyer thought the condition of the house or the goods (if any) to be better than they are.

Canberra does not suffer greatly from termites or other pests but this is another aspect to consider. Inspection for defects or pests should be completed before exchange agreements.

Prior to completion, the buyer should satisfy him/herself that the condition of the house has not deteriorated since he/she has agreed to buy. The standard agreement gives the buyer this right of inspection.

If after exchange of agreements or after completion defects of quality are found others can only be held responsible they wrongfully caused it or if they misrepresented the truth of the matter even if innocently. If the buyer believes he/she has such a claim, he/she should see his/her solicitor first.