

HOME INSPECTIONS

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Without exception – whether purchasing a resale home or new construction - a professional, licensed home inspector should be employed by the buyer(s) of residential property. New or used, a good home inspection can prove invaluable in deciding whether to proceed with the purchase at all, or whether to ask for repairs, or to ask for some other concession from the seller – perhaps a lower sale price or a credit at closing, so the buyer can have repairs or replacement done later at their discretion, or to have repair money to be held in escrow for later payment to a selected vendor.

The seller(s) of a house should also consider obtaining a full home inspection prior to, or at the time of listing their property for sale. The sellers can then use the results of the inspection report to help guide them in preparing the house for sale and possibly making some repairs or upgrading components to make the house more salable. The information may also be useful in arriving at the proper listing price, or in disclosing material defects, or possibly offering an incentive to buyers by advertising a credit to be given at closing - to allow the buyer to make choices on repairing or replacing something found deficient. Make the inspection report available to prospective buyers. Have it on display in the home. Attach it to the Sellers' Property Disclosure Statement. If nothing more, this is certainly a demonstration of good faith, honest dealing and full disclosure.

The Maryland REALTORS® **Residential Contract of Sale** has the following provision regarding inspections that may be conducted by the Buyer:

12. HOME AND/OR ENVIRONMENTAL INSPECTION:

Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection

and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract.

Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached _____

Inspection(s) Declined _____

That's pretty clear for contract language. The Buyer may conduct any type of non-destructive inspection agreed to in the referenced Addendum (see below). Just don't forget to complete and attach the Addendum and ensure it gets countersigned and dated, thereby making it part of the contract.



PROPERTY INSPECTIONS ADDENDUM

ADDENDUM dated _____ to Contract of Sale
between Buyer _____
and Seller _____
for Property known as _____.

The following provisions are included in and supersede any conflicting language in the Contract.

Only those sections of Paragraph #2 below (A, B, C, D, E, F, G) initialed by both Buyer and Seller shall apply to this Property Inspections Addendum.

1. SCOPE AND LIMITATIONS OF INSPECTIONS: The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum.

This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

2. ITEMS TO BE INSPECTED:

— **A. Structural and Mechanical:** Buyer, at Buyer’s expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (____) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other conditions as noted: _____.

— **B. Mold:** Buyer, at Buyer’s expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within _____ (____) days from the Date of Contract Acceptance.

— **C. Environmental:** Buyer, at Buyer’s expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (____) days from the Date of Contract Acceptance. Inspection(s) may include, but



are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted: _____

D. Radon: Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within _____ (_____) days from the Date of Contract Acceptance.

E. Chimney Inspection: Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (_____) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

F. Lead-Based Paint Hazard Inspection: Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards, within _____ (_____) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If Seller elects to correct the unsatisfactory condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the unsatisfactory condition(s) has been remedied prior to the date of settlement.

G. Additional Inspection(s): Buyer, at Buyer's expense, has the right to have the Property inspected for _____. Such inspection(s) shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (_____) days from the Date of Contract Acceptance.

Note: Termite and other wood destroying insect infestation inspection terms are governed by the "Wood Destroying Insect Inspection" paragraph of the Contract.

3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER: Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be

present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

4. INSPECTION REPORT PROCESS: The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

A. Waiver of Buyer's Right to Terminate Contract

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 4.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what conditions in the report are considered unsatisfactory, and what corrective action and/or credit is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

B. Buyer's General Right to Terminate Contract

NOTICE: THIS PARAGRAPH 4.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 4.B. is initialed only by Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 4.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by Seller to Buyer for acceptance by Buyer. If Buyer wishes to accept the deletion of this Paragraph 4.B., then Buyer shall evidence such acceptance by initials of Buyer.

Buyer, upon written notice to Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: _____ / _____

Seller: _____ / _____

C. Buyer's Specific Right to Terminate Contract

NOTICE: This paragraph 4.C. shall apply in the event paragraph 4.B. is not initialed by both Buyer and Seller OR if paragraph 4.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 4.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the conditions noted by Buyer, or offer a credit. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in

Buyer _____ / _____

Seller _____ / _____

accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of any conditions which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

If Seller offers Buyer a credit, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's offer, may elect either to terminate the Contract or accept the credit. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer accepts the credit, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or accept the credit, the Contract shall remain in full force and effect; and Seller shall credit Buyer the amount Seller offered at settlement, subject to lender approval. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

5. REPAIRS, CORRECTION, RE-INSPECTION: Seller agrees to complete repairs in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

6. DAMAGE TO PROPERTY: If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature **Date**

Seller Signature **Date**

Buyer Signature **Date**

Seller Signature **Date**

Further along in the Contract, the following provision also appears. This paragraph is a little more complex than the one above. It may be good to read it several times to ensure a complete understanding of the terms.

19. WOOD DESTROYING INSECT INSPECTION:

Buyer, at Buyer's expense, (if VA[sic – Veterans Administration Financing], then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written

notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

Note the specific deadlines for response and action. Remember, this contract is governed by the time is of the essence requirement:

TIME IS OF THE ESSENCE.

Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect.

Overall, the contract language is fairly comprehensive and straightforward – and works well for resale properties.

New construction however, is a whole different situation. Buying new can be a great decision – there are many benefits to new construction. There may also be some disadvantages. For one, the Maryland purchase contract is not used. Each builder/developer has their own contract – and none of them are quite so favorable for the buyer. Careful review and a thorough understanding of any documents signed are essential. It may be necessary to negotiate and have special language written in to allow for a full inspection by an independent inspector. New construction sales representatives in a subdivision have sometimes been known to discourage buyers from using an independent home inspector or even to tell people that they cannot use one. Well, that's just nonsense. Every buyer is entitled to an inspection of the property for defects and issues prior to closing the sale. The process may work a little differently on new construction, but the consumers' rights are still there.

Often, the only standard provision for inspection in new construction is a final walk-through just before closing with the builder's representative to write up a "Punch List"[1] of items requiring some attention. Though this is an important step in the process, it doesn't come close to providing the in-

depth information that a proper home inspection may provide. Always insist on the ability to have an independent inspector involved in your purchase by helping you prepare the Punch List.

If you are having your house built (as opposed to purchasing a “spec” home that is already constructed), it would be a great idea to have the inspector periodically checking on key points during the construction process and reporting their findings to you – preferably with photographs. Perhaps at the time of foundation layout and concrete pouring, framing, roofing, electric, gas and water line installations, dry walling, flooring, etc. – any key points during the construction. Think about how photographs taken during the various stages of construction might prove useful several years later. It could be very helpful to know where the plumbing and electrical lines are run within a wall or the ceiling.

To some it may seem a waste of time and money to hire an inspector on new construction. After all there is the builder warranty if something is found to be defective. This is true but, there can be all kinds of things that, if not detected initially – early in the construction process, can cause a variety of problems later. Here are just a few examples of things that have actually happened with newly constructed homes.

This author’s own experience with a newly built townhome in Leesburg, Virginia many years ago is a perfect example. The property was a nice two story house with an unfinished basement, two bedrooms and two baths on the upper level. After the second night of living in the home, a huge bulge in the ceiling of the dining room was noticed – and it was dripping water. As it turned out, the builder’s plumber had not properly connected the drain pipe from the master bedroom shower. What a huge inconvenience that took a full week to recover from – not to mention the damage done to dining room furniture, and the brand new carpeting, and the time missed from work. Also, on the same property, about six months after moving in, an unusual period of rainy weather saturated the ground to a point that an unnoticed hairline crack in the basement wall leaked and filled the basement with about two feet of water.

Other stories include electrical outlets found to not be connected to any wires. A variety of building code violations are often discovered. Tile roofs are often installed incorrectly. It is sad but true that there just doesn't seem to be much pride of workmanship with many of the "crafts people" working in today's homebuilding business.

With the median price of a home in Carroll County, Maryland somewhere between two hundred and fifty and three hundred thousand dollars, an investment of less than five-hundred dollars in a good home inspection should be a no-brainer.

In theory, a home inspection should reduce or eliminate some of the stress associated with buying a home. In reality however, many times the inspection results in causing stress for the buyer and seller alike. That certainly isn't the goal of the inspector - it is perhaps just the natural result of any close scrutiny. It is important to keep things in perspective. There is no perfect house. A good inspector will always find something to point out. Different companies use slightly different methods of rating findings, but all will have some way of ranking the significance of their findings, e.g., poor, fair, good, etc. Also, some issues will be cosmetic, some very minor defects, some major, and some things may pose a significant safety hazard. The issues that are major defects and/or safety hazards need to be addressed.

A thorough home inspection should cover the following major areas of concern: site conditions, foundation, building structures – interior and exterior, roof, windows, doors, electrical, plumbing, heating, ventilating and air conditioning (HVAC), and appliances.

CHOOSING A HOME INSPECTOR

Selecting the inspection company/inspector can be a significant challenge in itself. Fortunately, there are some minimum standards to look for.

The State of Maryland does require that home inspectors be licensed:

Home Inspector: A home inspector is an individual who provides home inspection services for compensation. A licensed home inspector means an individual who is licensed by the Commission to provide home inspection services. Home inspection means a written evaluation of one or more of the components of an existing residential building, including the heating system, cooling system, plumbing system, electrical system, structural components, foundation, roof, masonry structure, exterior and interior components, or any other related residential housing component (see the Minimum Standards of Practice and Code of Ethics).

Home Inspector: An applicant for a home inspector license must complete a 72-hour on-site home inspector training course approved by the Commission and pass the National Home Inspector Examination.

It might be a good idea to confirm that the inspector chosen does have adequate and current professional insurance coverage. It will also be good to know what type of “warranty” is provided with their service.

Another measure of competence may be that the inspector is certified by the American Society of Home Inspectors (ASHI). ASHI certification can be determined on their website: <http://www.ashi.org/>.

There is also the National Association of Certified Home Inspectors to check: <http://www.nachi.org/>.

And yet another certification organization, the National Institute of Building Inspectors: <http://www.nibi.com/>.

Finally, don't underestimate the power and usefulness of word-of-mouth reputation. Ask around. Consider what your real estate agent may have to say about various inspectors.

Some of the home inspection companies will allow the buyer of the property to take advantage of the inspection that may have already been completed on a property by the seller. Usually, with permission from the seller and, for an additional fee (less than the cost of the inspection already paid for by the seller) the home inspector will meet the buyer at the property, give them a copy of the inspection report that has already been

completed, walk through the property and go over the findings in the report and offer guidance and answer questions. They will then typically extend their full warranty regarding the inspection to that buyer.

Understand that even though your real estate agent may have been the one to recommend the inspector, maybe even made the phone call to schedule the appointment, the inspector is working for you. You are the one retaining the service and paying for it. You should absolutely be present during the inspection. You have every right to ask questions and monitor the inspection procedures. However, be respectful of the fact that the inspector has much to do and needs to pay attention and think about what they are doing. Avoid asking so many questions and hovering so closely as to adversely affect the quality of work that can be done. A good inspector will point important things out to you as they go along. Or, they may wait until they are done to go back over those findings. The inspector should always provide you with a complete written report. Some will have the option of emailing it to you if you prefer.

Naturally, though every inspector is going to follow an established procedure for conducting the inspection, they are each going to have their own personality and manner of conduct and interaction with the sellers and buyers. Some inspectors develop reputations as “deal killers” in the real estate community because they have a way of making mountains out of molehills and scaring buyers away from properties unnecessarily. Other inspectors seem so cavalier that you wonder whether they really care or know what they are doing. It may be well worth the effort to try to personally interview several inspectors to find one with a personality and style compatible with the buyer or seller.

One peculiar difference among inspectors seems to be their position on evaluating the heating ventilating and cooling (HVAC) system. This somewhat controversial issue that has surrounded home inspections is over the advisability of operating the air conditioning unit in cool weather. Many home inspectors advise against, or refuse doing this evaluation unless warmer temperatures prevail – and they each seem to have their own “critical temperature”. Other home inspectors don’t seem to think it is

a problem and go ahead and run the AC unit regardless of outside temperature.

Interestingly, this author attempted to find definitive guidance on which position is correct and ran into quite a challenge. Finally, with significant help from the local owner of the Housemasters franchise, William Craft, the following information was found in the National Institute of Building Inspectors Training Manual (published in August 2002), in Section 1121.1 Cold Weather and Air Conditioning Systems:

1121.1 COLD WEATHER AND AIR CONDITIONING SYSTEMS

It is commonly known that central air conditioning systems should not be operated in cold weather. The fact that cold weather operation limits the inspector's ability to readily assess the unit's operating condition is usually understood. But why the unit shouldn't be operated from a mechanical standpoint may not be as clear.

First, the compressor shell of residential air conditioners serves several purposes. It serves as an oil sump for the entire system and normally has a couple of inches of oil at the bottom. Second, it also serves as the suction manifold for the compressor. When the compressor starts up, the first place the pressure drops is in the compressor shell.

Second, the refrigerant has an affinity for cold and for oil. In cold weather, it migrates to the coldest spot in system - which is the compressor/condenser area. Once in the compressor it becomes absorbed in the oil. As a result, in a typical residential compressor in mid-winter, the oil level may be 4 inches instead of 2 inches - but the added 2 inches is actually the refrigerant dissolved in the oil.

Under these conditions, if the compressor is started and the pressure within the compressor shell drops, the dissolved refrigerant literally "explodes" up out of the oil, causing the oil to froth and foam much as Coke does when it is vigorously shaken. The entire compressor shell is filled with big droplets of oil flying about in all directions. If one of these big droplets gets sucked into the compressor, nearly filling a cylinder, it cannot be compressed

(liquids cannot be compressed, only gases). If this happens, the compressor either bends a connecting rod or breaks a valve or piston - but in any event it suffers catastrophic failure. This is usually apparent, the compressor may not run at all, or it may clank and rattle or run quietly but doesn't do any work.

More often, however, no large droplets are sucked into it cylinder. Instead, enough small droplets are sucked in and discharged through the rest of the system that there is not enough oil left in the compressor to lubricate it. Consequently, it becomes "oil starved" and its bearings are scored or destroyed. This may be less apparent than the catastrophic failure and the compressor may actually operate marginally for a while, but from that point on, it is on the way to eventual failure.

Manufacturers of residential units combat this in two ways. First, their literature warns not to operate the system below certain temperatures (stated minimums typically vary from 45 to 55° F (7 to 13° C). Unfortunately, the specific temperature limitations are seldom clearly visible on the unit or any of its components for the inspector or homeowner to see. But even though not readily apparent, it is a valid restriction and one of the reasons that the air conditioner should not be tested if the outside air temperature is below the 55-60° F (13-16° C) range. The other reason is that at such low temperature a valid inspection of the system could not be performed.

The other way manufacturers try to combat this problem is to wrap a heater around the base of the compressor. Most older, top-of-the-line models will have such a heater. Almost all units manufactured since 1985 will also have one. It is a common resistance heater, usually with a value of 60 to 100 watts.

In moderately cold temperatures, approximately 40-55° F, this heater will keep the oil sump area at a high enough temperature to prevent the refrigerant from migrating to this point. This minimizes the chance of a problem occurring when a unit is run at the lower temperatures.

This also gives the homeowner (and inspector) some leeway in the event temperatures fluctuate moderately (particularly in the early spring and fall). Still the unit should not be operationally tested below 60° F or any other specific temperature state by the manufacturer of the unit being inspected.

Another caution related to the cold weather factors and the heater has to do with the pre-inspection status of the electric supply to the unit. If the fuse or current breaker to the unit is disconnected, there is no power to energize the sump heater.

This is the reason that is generally recommended (and specifically stated by many manufacturers) that the power be on 12-24 hours prior to operation. This would allow enough warming of the sump area by the heaters to minimize the likelihood of excess refrigerant at the sump area at start-up.

Accordingly, it is recommended that an electric central air conditioning system not be operated when ambient temperatures are below the 55-60° F (13-16° C) range or if the power to the system has not been on for 12-24 hours prior. If the time or temperature factors are borderline, the inspector must use discretion.

For example, if the temperature briefly drops to 50° F the night before testing, little harm is likely as long as the temperature has risen by the time it is tested. On the other hand, temperatures below freezing for an extended time the prior night would likely mean that the sump heater would not heat up the compressor sump high enough even though afternoon temperatures rose to 75° F. Or, to consider a third scenario, when the power to the unit was only turned on 2 hours before the test, safe operation is likely, provided temperatures have remained above 60-65° F for an extended period of time.

To summarize, when inspecting/operating an electric central air conditioning system, heed the manufacturer's instructions and generally accepted guidelines related to unit operation. Do not operate below 60-65° F and do not operate the unit if it has not been energized for 12-24 hours prior or as the manufacturer may otherwise recommend.

Also, Carrier®, another major air conditioning equipment manufacturer, has the following precaution in their Owner's Information Manual:

- *Do Not Operate Below 55° F*

Your outdoor unit is not designed operate when outdoor temperatures are lower than 55° F without modification. If operation below this temperature is required, consult your Carrier dealer.

A complete Infinity System with low ambient temperature cooling capability can operate down to 0° F outside temperature when properly set up.

And, from Robertshaw® – a large manufacturer of thermostatic controls used on many HVAC systems – the following admonition from one of their User Manuals:

CAUTION: DO NOT SWITCH SYSTEM TO COOL IF THE TEMPERATURE IS BELOW 50° F (10° C). THIS CAN DAMAGE THE AIR CONDITIONING SYSTEM AND CAUSE PERSONAL INJURY.

So, it will be important to discuss this subject with the chosen home inspector to ascertain what their practice will be – and who will be responsible for any damage that may result from operating an air conditioner in cooler weather.

Home inspectors may include a cursory inspection of the roof – depending on what type of roof and the inspector's policy. Some home inspectors only look at roofs through a set of binoculars. Many inspectors lack the confidence to walk on a tile roof because of the risk of breaking tiles. It may be advisable to bring in a licensed roofer for a closer examination in those cases.

Normally not included in the standard home inspection - but usually available at additional cost: swimming spas, radon sampling, and water quality testing and evaluation. If there is a water well and a septic system, it's probably good to have them evaluated as well. You may also want to consider testing for lead-based paint if the home was built prior to 1980. A property survey may also be a wise thing to do. And, naturally, you will

want a pest inspection conducted – especially to check for evidence of termites. Some home inspectors include this – some do not.

Any and all investigation, inspection, testing, questioning, etc. needs to be accomplished during the prescribed inspection period. Period. The buyer gets one bite at the apple – one opportunity to expect the seller to respond to requests for repairs or abatement.

HOME INSPECTORS' CODE OF ETHICS

By the way, home inspectors in Maryland are held to a behavioral standard known as their Code of Ethics:

Title 09 DEPARTMENT OF LABOR, LICENSING, AND REGULATION

Subtitle 36 COMMISSION OF REAL ESTATE APPRAISERS, APPRAISAL MANAGEMENT COMPANIES AND HOME INSPECTORS — HOME INSPECTORS

Chapter 06 Code of Ethics

.01 Responsibilities to the Public.

A home inspector shall:

A. Act as an impartial third party;

B. Discharge the home inspector's duties:

(1) With integrity and fidelity to the public;

(2) With fairness and objectivity to all parties; and

(3) Without bias to any party;

C. Always act in good faith towards a client;

D. Express an opinion only if it is based on practical experience and personal knowledge;

E. Promptly inform a client of any business association, interest, or circumstance that may influence the home inspector's judgment or the quality of the home inspector's inspection service to the client; and

F. Make every effort to uphold, maintain, and improve the professional practice, integrity, and reputation of the home inspection industry.

.02 Prohibitions.

A. A home inspector may not:

(1) Except under circumstances in which the safety, health, property, or welfare of the public is endangered, disclose any information concerning the results of an inspection without the approval of the client for whom the inspection was performed;

(2) Accept compensation, financial or otherwise, from more than one interested party for the same service on the same property unless the home inspector makes full disclosure to all interested parties and obtains the consent of all interested parties; or

(3) Accept or offer a commission or allowance, directly or indirectly, to or from another party dealing with the client in connection with home inspection services for which the home inspector is responsible.

B. A home inspector may not:

(1) Sell or offer to sell products for the repair of defects or the correction of deficiencies disclosed during an inspection to the client for a period of 1 year from the date of the inspection;

(2) Provide or offer to provide services to repair defects or correct deficiencies disclosed during an inspection for a period of 1 year from the date of the inspection; or

(3) Express an appraisal or opinion of the market value of the inspected property within the context of the inspection.

.03 Additional Services.

A home inspector may provide additional inspection services to the client if the home inspector discloses to the client that the additional inspection services are not part of the home inspection.

.04 Conflicts of Interest.

A. A home inspector shall avoid conflicts of interest with a client or an owner of property that is subject to an inspection by the home inspector.

B. If a conflict appears unavoidable, the home inspector shall disclose promptly and fully all circumstances of the conflict to the client.

Buyer Date Buyer Date

3. RESPONSE FROM SELLER TO BUYER (**Check One**):

- A. Seller Agrees to complete the Corrective Action as specified in Paragraph 2.C. (No response from Buyer is required.)
- OR**
- B. Seller will NOT complete any of the Corrective Action specified in Paragraph 2.C.
- OR**
- C. Seller agrees to complete SOME, but not all of the Corrective Action specified in Paragraph 2.C. The following is a list of unsatisfactory conditions that Seller WILL complete. (Attach additional pages if necessary.)

OR

- D. Seller agrees to credit Buyer _____ Dollars (\$ _____) towards Buyer's closing costs at settlement.

Seller Date Seller Date

4. RESPONSE FROM BUYER TO SELLER. Buyer, having received Seller's written notice in Paragraph 3. that Seller either will NOT complete any of the Corrective Action (3.B.) or agrees to complete SOME of the Corrective Action as specified in Paragraph 3.C., or offers a credit as specified in Paragraph 3.D., gives written notice to Seller as follows (**Check One**):

- A. Buyer accepts Seller's response and waives the Corrective Action of any unsatisfactory conditions Seller will not complete.
- OR**
- B. Buyer terminates the Contract in accordance with the provisions of Paragraph 4.C. of the Property Inspections Addendum.
- OR**
- C. Buyer accepts Seller's offer to credit Buyer in the amount specified in Paragraph 3.D.

Buyer Date Buyer Date

All other terms and conditions of the Contract of Sale remain in full force and effect.

FINAL WALKTHROUGH INSPECTION SIGNOFF

And finally, after all is said and done, but just before settlement, a final walkthrough inspection should be performed as provided for in the contract:

22. CONDITION OF PROPERTY AND POSSESSION:

At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS." The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections Notice).

Some people decide to waive this opportunity. That often proves to be a mistake. Once settlement has taken place, there is no recourse for the mountains of trash left in the basement, or the damage done during the seller's move out, or any number of issues that can and do arise. This final walkthrough inspection is best done at the very last minute – just prior to settlement. It should be done with your REALTOR® and it might be good to have the home inspector present as well if appropriate – based on their findings and subsequent repairs that were agreed to. If the polarity of the electric lines in the house were found to be reversed and that was to have been corrected by a licensed electrician at the seller's expense, will you be able to determine if it was done? Your home inspector can.

Be prepared to document / photograph any findings or concerns discovered. If everything looks good, and you are ready to proceed to settlement, then complete the following form and be on your way to your new home. Congratulations!

DISCLAIMER

John P. Hale is a licensed real estate agent in Maryland and Pennsylvania. He is affiliated with Coldwell Banker Residential Brokerage in Westminster, Maryland. John has been licensed since 2000 and also practiced in Tucson, Arizona for many years. Mr. Hale holds the following designations and certifications awarded by the National Association of REALTORS® (NAR) and other authorized institutions: ABR-Accredited Buyers Representative, AHWD-At Home With Diversity, CNE-Certified Negotiation Expert, CRMS-Certified Risk Management Specialist, CRS-Certified Residential Specialist, CTA-Certified Tourism Ambassador, e-PRO-Online Real Estate Practice, GRI-Graduate of Realtor Institute, MRE-Master of Real Estate, MREP-Mortgage Real Estate Professional, and MRP-Military Relocation Professional.

Please note that this article was written by John to provide objective information and to also reflect his opinion of good practice at the time of its' writing for the general benefit of those considering sale or purchase of real estate. It is not intended as definitive legal advice and you should not act upon it as such without seeking independent legal and financial counsel. Frequent changes in the law and standards of practice may cause this information to become outdated and no longer applicable or incorrect.