

Selling Your Home

So, you want to sell your house, and at the price you want. While you are making wishes, is there anything else you might want that may be a little easier to deliver...like eternal youth or being able to dunk a basketball? In a down market, you might have about the same chance.

Kidding aside, if you have a house to sell, it should be priced and marketed correctly. As prices soften, however, and sellers want to realize as much as possible from the sale, some folks may attempt to sell properties on their own, without using a realtor, thereby avoiding commissions. This article is not about the merits of doing so, but rather, if you so decide, you may benefit from some more information.

When a client advises that this is his or her intention, I always suggest getting an appraisal. An appraiser may be employed, and for a few hundred dollars, you will have a number based upon something other than a hunch, intuition, or an amount that you think was paid for your neighbor's home. However you may arrive upon a number, remember when pricing, that you can always come down in price but raising it along the way will not be likely.

When dealing directly with a potential purchaser, you will not have the benefit of a buffer in the negotiations. In other words, when a potential purchaser asks for a reduction in price or some other benefit, you may be called upon to answer directly and not have the benefit of a realtor or another professional to do your sparring. If the goal is to maximize sale price, negotiations can benefit from being able to ask for a concession but not give one in return. An example may be when one party is directly asking for a benefit by a surrogate, such as a realtor advising a potential buyer that a higher offer or counter-offer money is required. When the buyer agrees, and then asks for something in return, the realtor may then respond that such a request will have to be made of the seller. The bar has thereby been reset. The seller can thereby end up with a benefit without having made a concession. Without a surrogate acting as a buffer, the seller may lose this opportunity. Hence, the advice may be, do not negotiate directly. If you are asked, "what will you take...how much will you come down in price...", the better answer may be, "This is the asking price. I will not negotiate directly. If you wish to make an offer, have your attorney contact my attorney."

I generally recommend to sellers not to sign an offer sheet or any other such writing, even if it has "non-binding" written all over it, and do not take a check. If you do this, you may be engaging in an action that could result in a claim being made later that someone has a contractual right to purchase the property. Just try to sell you property then, with such a "cloud on the title." You may end up in court.

Remember, that even if you think that you have a “done-deal,” and that there is a perfect meeting of the minds, it is likely that when the agreement gets to the lawyers, it will change to some degree. It is not that lawyers enjoy making a mess of what was thought to be clear, but rather, that there are a number of issues that most buyers and sellers do not consider beyond price and a closing date. What about inspections, damage, repairs, radon, oil tanks, mold, certificates of occupancy, and the list goes on and on. It occurs often, that one party to an agreement will come to the office and explain that the sale is “as is,” only to find out later that this terminology means one thing to the seller but something quite different to the buyer.

Disclaimer

This writing is not intended and should not be taken as legal advice. The reader or any person who may become aware of the content of this writing should not rely or act upon any information or content included herein in any fashion or to any extent whatsoever. The author and/or publisher of this writing disclaims any and all liability associated with reliance upon this writing and for any damages that may occur as a result thereof. If the reader or any other person who may become aware of the content of this writing has a legal question or requires legal advice, such person should meet with an attorney and receive proper legal guidance after a full disclosure of all facts and concerns.

See further the disclaimer located on the homepage at pelusolaw.com.