



Who pays to cure any safety hazards on the sale of a home?

A: Safety hazards are an important aspect of ownership a buyer needs to consider when looking into purchasing a home.

Safety hazards typically include:

- automatic garage doors that do not have a reverse safety device;
- garage door openers that are not installed with a sensor which, when interrupted or misaligned, prevents the door from closing;
- a water heater that is not anchored, braced or strapped;
- window security bars that do not have emergency release mechanisms;
- the absence of a carbon monoxide detector in a home that contains a fossil fuel-burning appliance, heater or fireplace;
- a lack of properly placed smoke detectors; and
- a pool which does not include any of the following:
 - a surrounding fence at least 60 inches tall;
 - removable mesh pool fencing with a self-closing and self-latching gate that is key lockable;
 - an approved safety cover installed for the pool;
 - an up-to-code swimming pool alarm that sounds when it detects accidental or unauthorized water entrances; or
 - doors of the residence providing access to the pool that are equipped with exit alarms or a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor.

As with any property defect, sellers are mandated to disclose **safety hazards** to prospective homebuyers. Sellers make these disclosures when preparing a Transfer Disclosure Statement (TDS).

The seller's agent also conducts a mandated visual inspection of the property and notes any property defects they observe, including safety hazards, on the TDS.

The seller's agent hands the TDS and all other seller disclosures and property reports to prospective buyers who show an interest in purchasing the property.

When a buyer submits an offer to purchase, they acknowledge receipt of the TDS and each additional disclosure they have received in the offer. Through the purchase agreement, the buyer negotiates to have the seller correct or pay the costs to bring the safety hazard conditions up to building codes.

If the prospective buyer, chooses *not* to negotiate for the seller to cure any disclosed defects as a condition of paying the price offered in the purchase agreement, the buyer has agreed to acquire the property "as disclosed" by the seller. Here, the buyer assumes responsibility for curing safety defects.

However, when the seller and the seller's agent *fail to disclose* the safety defects prior to entering a purchase agreement with a buyer, the buyer has several remedies:

- demand the defects be eliminated by the seller before closing;
- call for the seller to provide a monetary concession in lieu of the repairs;
- renegotiate the purchase price; or
- cancel the purchase agreement.