

# The New York Times

## Repair the Fine Print First

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Published: Thursday, January 8, 2004

THERE is every reason to expect a newly built home to be perfect. Adam Leitman Bailey, a Manhattan lawyer specializing in residential real estate, recommends steps that any buyer can take to protect against poor workmanship, the installation of inferior appliances or a postponement of the move-in date.

"Check the builder's previous jobs," he said. Visit the sites, and talk with the residents to see if they are satisfied.

Since you have the greatest power before you hand over your money, hire an engineer to inspect the home before closing, and get a report on all structural problems. Ask your lawyer to include a provision in the sale contract that you are not required to buy the property until problems have been fixed.

"Obtain warranties from the builder for plumbing, electrical, heating, cooling and ventilation systems -- for at least two years," Mr. Bailey said. Otherwise, you may have to pay for repairs yourself.

Be sure the sale contract itemizes brand names and model numbers for appliances and fixtures, so the builder doesn't install less desirable models or unknown brands.

Be aware that some contracts may require you to close if the builder gets a temporary certificate of occupancy before construction is complete. Ask your lawyer to have any such clause stricken from the contract. Mr. Bailey pointed out that completion may be delayed by "bad weather, shortages of materials and problems during construction."

A postponement of the move-in date could make you lose a favorable mortgage interest rate. Have the builder agree to pay all added costs associated with your loan if you can't move in on time. Or have the contract stipulate that if a postponement costs you a good rate, the builder must give you a mortgage locked at your previous interest rate.

Finally, don't close until the premises have been inspected and are free from defects.

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