



The Real Estate Professional's Guide to Professional Home Inspection

Starting in the 1970s professional home inspections have gradually become a part of most residential real estate transactions. Today, they are a part of the sale of most pre-existing homes and, with increasing regularity, a part of the sale of newly constructed homes. This steadily growing demand for professional home inspection is due to the desire on the part of home buyers to manage the costs associated with home ownership and maintenance as well as to the need to reduce the potential legal exposure of all of the parties directly involved in the sale of a home. The challenge for real estate professionals and home buyers alike lies in how to recognize and identify competent professional home inspectors.

What is a professional home inspection?

A professional home inspection is a primarily visual examination of the visible, safely accessible, and readily accessible components of the interior, exterior, structural, roof, electrical, heating, cooling, and plumbing systems of a home for specific conditions that are adversely affecting the normally intended function or operation of those systems and their related components. The systems and their related components included in the inspection are typically those specified either by state statutory and regulatory requirements or by a standard of practice of a professional home inspector association.

The information that is developed in the course of conducting a professional home inspection is documented in a written report along with recommendations for appropriate actions to address the conditions noted in the report as well as any maintenance information the inspector may choose to include. The report will also note the locations of the main water, electrical, and fuel gas service shut-offs and include descriptions of certain materials and methods of construction. Because the written report is the property of the inspector's customer, it is given only to the customer or to others whom the inspection company customer has specifically authorized.

Some professional home inspectors may also provide other services (often under separate contract) such as testing for radon gas, testing for mold, inspection of swimming pools, and other services and inspections which are not part of established professional inspection standards.

Who are professional home inspectors?

Professional home inspectors are highly educated, trained, and skilled observers and educators who possess broad technical knowledge about the systems and components of a home and the skills necessary to apply that knowledge. At present (2005) about twenty-eight states have some form of regulation of home inspectors ranging from simple registration to extremely restrictive requirements. However, the majority of the states that have chosen to regulate home inspectors do so through some form of registration or licensing that requires meeting specific experience and education criteria; testing of specific minimum technical knowledge and skills; and adherence to a standard of practice.

Professional home inspectors know that even the highest degree of technical knowledge and skills alone are not sufficient. Knowledge and skills have to be integrated with a clear understanding of the human side of the inspection process - and there are no regulatory requirements, registrations, certifications, licenses, or other credentials that attest to an inspector's understanding of the "psychology" of that process, that measure an inspector's "people skills." Professional home inspectors recognize that the human side of the inspection process is as important as the technical knowledge and skills side. They intuitively understand the "psychology" of the home inspection process and apply it to their work along with their other skills and knowledge.

Professional home inspectors are highly skilled interpreters. Homes speak for themselves and a competent inspector knows how to “listen.” But it’s not enough just to be a skilled listener; a competent home inspector is also a master interpreter who knows how to translate the information the home provides so that buyers clearly understand the information that the inspector has developed in the course of the inspection.

Professional home inspectors wear only one “hat,” so to speak, and that hat says “**Professional Home Inspector.**” It does not and should not say “Repair Contractor,” “Code Enforcement,” “Hired Gun,” “Hero,” “Self-Important / Big Ego,” “Real Estate Negotiator,” “Appraiser,” “Absolute Authority,” or “I Know Everything.” Professional home inspectors are disinterested third parties. They understand that they have specific contractual, fiduciary, ethical, and, in some instances, regulatory obligations to their customers as well as ethical and legal obligations to the other parties to the transaction. While they assist buyers in understanding the condition of a home and how to maintain it, they also know that they are not qualified to give opinions regarding the value of any property or the advisability or inadvisability of purchase. A professional home inspector is not a party to the real estate transaction.

Professional home inspectors do not offer to perform modifications or corrective measures to address any conditions determined in the course of performing an inspection. If a real estate professional or a buyer needs the names of qualified professionals to perform any work, inspectors who choose to provide guidance in this area should provide the names of at least three **qualified** individuals or companies or suggest using the telephone book Yellow Pages under the appropriate heading.

Do inspections “kill” deals?

No! An inspection performed by a competent professional home inspector never “kills” a deal. If a real estate transaction is terminated as a result of the information developed in the course of a competent professional home inspection, the home has spoken for itself and blaming the inspector is unwarranted. Blaming the inspector is like shooting the messenger because the message is unpleasant or unwanted. Statistics repeatedly show that, as a percentage of the total number of residential real estate transactions, the number of transactions that are terminated as a direct result of competent professional home inspections is extremely low. It is also worth keeping in mind that in many states, buyers can use the home inspection to terminate a contract to purchase a home. Some buyers may have a “hidden agenda” to terminate a contract before an inspection ever takes place and may simply use the inspection to do exactly that.

What about credentials?

Because the home inspection profession is regulated in some states and not in others, home inspectors’ credentials will vary. In states that regulate home inspectors, all professional home inspectors should meet all of the requirements of the state in which they perform their work. In states that do not regulate home inspectors, there are other criteria that can aid real estate professionals and home buyers in identifying competent home inspectors.

Training and Experience: This may include a state mandated educational program in states that regulate home inspectors as well as an inspector’s background in architecture, building trades, engineering, or specific non-mandated educational and training in the field of home inspection. Inspectors may also have “time under their belts” having been self-employed or employed by a home inspection company as a home inspector for a period of time. However, it would be a mistake to assume that a home inspector who is just starting out could not perform a competent home inspection. A well-trained “new” inspector may be just as technically competent, methodical, patient, and careful as an inspector who has been inspecting for a longer time because the new inspector really wants to do a good job and the knowledge and skills he or she have recently learned are still fresh.

Associations: Anyone who has belonged to a professional association knows that membership in a professional association does not automatically equate with competence. What anyone gets out of an association is strictly dependent on the individual. It is important to remember that the primary functions of any professional association are to promote the profession, to protect the association’s members, and to educate the association’s members. The benefits that accrue to the public can be real and quite useful, but they are secondary to the primary functions that serve the association.

There are numerous professional associations for home inspectors at the state, national, and international levels. Perhaps the oldest and most widely recognized is the American Society of Home Inspectors (ASHI). ASHI has done a remarkable job of self-promotion but it is by no means the only professional association providing benefits to home inspectors and to the public. There are others such as the National Association of Home Inspectors (NAHI), the National Association of Certified Home Inspectors (NACHI), and the Canadian Association of Home and Property Inspectors (CAHPI) as well as individual state associations such as the California Real Estate Inspection Association (CREIA). Each of these associations has its own membership requirements, continuing education requirements, standard of professional practice, and code of ethics.

Of these, the standards and codes of ethics are the most important. Standards of professional practice provide minimum requirements and guidelines members are to follow in the performance of home inspections as well as both general and specific limitations and exclusions for inspections. Codes of ethics outline and delineate a member's ethical duties and obligations to customers and to the public. It is important to note that the standards of professional practice and the codes of ethics of virtually every professional home inspector association as well as those adopted under individual state regulatory requirements are, with only minor exceptions, identical.

Therefore, if professional home inspectors state in their promotional materials and inspection contracts that their inspections are performed in accordance with any one of these standards of professional practice and codes of ethics, then they are meeting the same inspection standards of most states and professional associations regardless of whether or not they belong to a professional association.

There are other professional associations to which some professional home inspectors belong such as the International Code Council (ICC), the International Association of Electrical Inspectors (IAEI), the International Association of Plumbing and Mechanical Officials (IAPMO), and the National Fire Protection Association (NFPA). All of these make valuable information and educational programs available to their members. These all directly enhance a professional inspector's knowledge and experience.

In the final analysis, a professional home inspector's credentials are only as good as the inspector. Even membership in multiple associations cannot by itself make a poor inspector a good inspector and, conversely, an inspector can be a consummately competent and professional home inspector without belonging to any professional associations.

Home inspectors should be assessed on the basis of a whole picture of the individual inspector, not simply on one or two aspects.

Should inspectors be engineers?

The training and experience of professional engineers is necessarily narrow and highly specialized. In many states the governmental agency that regulates the practice of engineering has the power to suspend or revoke the licenses of professional engineers who are found to be performing services beyond their competency, training, or education. This means that engineers cannot provide engineering evaluations of the multiple diverse systems in a home unless they are specifically educated, trained, and experienced in the evaluation of each of those systems.

How important are language, perspective, and people skills?

All are of paramount importance. Professional home inspectors are reporters and educators who work solely for their customers and, as such, have an obligation to their customers to present the information developed in the course of an inspection with impartiality and with proper, honest perspective. Their job is to inform their customers, not to alarm them. They will typically indicate the relative degree of importance of the conditions they observe by recommending that a particular condition simply requires monitoring, or is a normal and expected maintenance condition, or that it requires immediate attention to reduce the potential for further complications or damage.

The language that inspectors use when speaking with their customers is critical to providing proper perspective during the inspection process. Using the right terms and language allows buyers to make informed decisions for which they feel responsible; using the wrong terms and language can lead buyers to make uninformed or even panic decisions which, if they later regret the decision, they may “blame” on someone else. By using incorrect or improper language, an inspector can inadvertently, unintentionally, but quite effectively make decisions for buyers.

Professional inspectors don't use the terms “defect,” “deficiency,” or “problem” to describe the various conditions they observe in the course of an inspection. If these terms are used, regardless of whether the conditions observed are all minor, by the end of the inspection the house the buyer will perceive the house to be full of “defects,” “deficiencies,” or “problems.”

Professional inspectors use the neutral term “condition” to describe their observations and assign a specific and appropriate degree of importance to the conditions they find in the course of the inspection. Inflated language, exaggeration, and editorializing have no place in a professional home inspection. Professional home inspectors understand the potential effect of extravagant language and overstatement such as, “*I've never seen anything this bad! This place is a real firetrap!*” and they avoid using such language. They also describe improper or incorrect work simply descriptively as “non-professional” - not as “amateur” or “shoddy.”

Two examples:

In the course of conducting a home inspection an inspector determines that there are specific wiring conditions needing attention inside of the main electrical distribution panel. In this example we'll use “overfusing” (undersized wire for the ampacity rating of a given circuit breaker) and “multiple tapping” (two or more wires connected to a circuit breaker terminal that is designed and intended for only one wire) as the conditions. It's perfectly normal for the buyer to ask why such conditions are important and why they merit inclusion in the written inspection report.

If, without considering the effect of his or her answer, the inspector says, “*These **defects** are real **hazards**. It's **shoddy** and **amateur** work. They're **problems** that can cause a **fire** or **electrocute** someone,*” then the buyer is much more likely to become unduly anxious or uncomfortable with the home and unnecessarily alarmed about the specific electrical conditions.

In this example, the terms “defects,” “hazards,” “shoddy,” “amateur,” and “problems” imply a defective, hazardous, and shoddily constructed house built by amateurs. The terms “fire,” and “electrocution” are alarming words; they conjure up images of the house in flames. People do not listen well or make reasoned decisions when they are distracted with worry about other things, in this case, things that simply require calm consideration, not alarm.

Now, consider the following answer to the same question:

However, if the inspector thoughtfully and in a non-alarmist manner explains the conditions as follows: “*There are two primary **issues** associated with incorrect electrical **conditions** – **overheating** and **shock**. However, there's no evidence at this time to indicate **overheating** has occurred and these particular **conditions** don't currently pose the potential for **shock**. These **conditions** are relatively **common** in homes and are consistent with **non-professional** work done after the house was originally completed by someone not familiar with correct electrical installations. These **conditions** can typically easily be corrected by a qualified electrician,*” the buyer will be much more likely to calmly accept the information and have a realistic perspective regarding the conditions being discussed.

In this second example, the careful consideration of terminology demonstrated in the use of the terms “issues,” “conditions,” “overheating,” “shock,” “common, and “non-professional” provides an answer that is not alarming or exaggerated. It clearly and calmly describes common conditions that can be easily remedied. It puts them in perspective and leaves the buyer ready to move on with the rest of the inspection.

What about building codes?

Building codes are primarily life / safety codes. Having a good working knowledge of the various building codes is an asset to professional home inspectors because it gives them a broader understanding of certain issues which may bear on some of the conditions they come across in their work. Since many of the conditions that professional home inspectors may observe and document in their reports have potential safety implications, it is not uncommon when those conditions also do not conform to a specific portion of a particular building code as well. However, this congruency between a condition that a professional home inspector observes and non-conformance to code does not mean that professional inspectors are performing “code” or “safety” inspections. Professional inspectors know that they are not performing safety inspections or inspections for compliance or non-compliance with any governmental codes, ordinances, or regulations. Therefore, professional inspectors do not use terms like “non-complying,” “illegal,” “is not permitted,” “is not allowed,” “violates code,” or “does not meet code” because these are all authoritative terms that imply that inspections include evaluating homes for code compliance.

Homes built under earlier building standards and codes are not required to continually be brought into conformance with newer codes as such codes are adopted by the jurisdictional authority any more than cars manufactured in past years have to continue to meet changing Federal Department of Transportation requirements. Just as a buyer of an older car might find it relatively inexpensive and easy to install seat belts but not air bags or anti-lock brakes after buying the car, so might a buyer of an older home find it relatively inexpensive and easy to install smoke detectors but not a fire suppression sprinkler system after purchasing the home. Therefore, many professional home inspectors refer to guardrail component spacing or to the lack of smoke detection devices, Ground Fault Circuit Interrupter (GFCI) devices, self-closing devices on garage-to-house doors, and similar items in older homes under the heading of “**Elective Upgrade.**”

“**Elective Upgrade**” designates any condition noted in the report which is intended to be considered as a suggested improvement that Customers may wish to consider performing as part of upgrading the subject property after they own it. “**Elective Upgrade**” conditions do not constitute deficiencies. As with any modifications to the subject property, all “**Elective Upgrade**” work should be performed by qualified individuals or companies and in accordance with all applicable standards and governmental codes, ordinances, and regulations.

Professional home inspectors typically educate buyers regarding relatively simple and reasonably cost-effective upgrades at the same time making it clear that homes are not “deficient” or substandard in any manner because they do not have certain components or systems that may be present or even required in newer homes. They emphasize that there is no requirement that older homes be upgraded to meet current standards. Therefore, if buyers wish to modify a home or its systems to meet current standards, such work would constitute “**Elective Upgrade**” work to be implemented by them, at their option and cost, after they own the home. This important concept is one that real estate professionals can also explain to buyers prior to the home inspection.

What about cosmetic conditions?

Other than when inspecting newly constructed homes where systems and components are expected to be in “new” condition, professional inspectors typically do not inspect for or report on cosmetic conditions such as torn screens, minor paint chipping, dented door knobs, or other conditions of normal wear and tear. Remember, inspectors are working under both time and cost constraints. If they spent the valuable time for which the buyer is paying looking for cosmetic conditions, they would have less time to inspect the major systems of a home for more important and potentially costly conditions.

What about insurance?

Historically, professional home inspectors receive the lowest fee of any of the professionals involved in a residential real estate transaction. Yet, they spend as much as three to four hours in and around the home not only inspecting it but also educating the buyer. In fact, it is not uncommon for the professional home inspector to be one of the few individuals who enters the home and works with the buyer solely on the buyer’s behalf. Yet, there is an assumption that the inspector should bear the same degree of legal exposure that the other professionals involved in the transaction bear. This has led to an expectation that professional inspectors should, therefore, carry errors and omissions (E&O) insurance in addition to their general liability insurance - and some inspectors have chosen to do so.

There is a widely held misconception that if an inspector carries E&O insurance, it will reduce the legal exposure of the other real estate professionals involved in the transaction should a disgruntled buyer threaten legal action by providing an additional "target" for the buyer's ire. However, almost all inspectors' contracts limit their liability to the cost of the inspection. These liability limitation clauses have been consistently upheld in the courts in various states and jurisdictions. Even inspectors who choose to carry E&O seldom turn in claims to their E&O carrier. This is for several reasons. The first is that, in most instances, a buyers' claim of negligent or incompetent inspection turns out, on further investigation and analysis, to be baseless and without foundation. The second is that inspectors will enforce the limitation on liability clause of their contract with the buyer and will, at most, return no more than the original inspection fee. And finally, the vast majority of claims made by buyers against inspectors are for less than the deductible on the inspector's E&O insurance. All of this has to be considered in light of the fact that, as a percentage of the total number of home inspections performed annually, the number of claims against inspectors by buyers is miniscule. In short, it is not an issue.*

Real estate professionals, whether acting as transactional agents or buyers' agents, should have no contingent liability for any real or perceived "mistakes" made by home inspectors. This is because real estate professionals follow all of the proper procedures for their work such as using care and diligence in filling out contracts, obtaining a seller's disclosure statement, carefully and patiently explaining every aspect of transactions to buyers, and not "steering" buyers to inspectors.

All professional home inspectors should carry general liability insurance and some also may carry a fidelity bond as well. E&O insurance, however, only increases an inspector's cost of doing business and that cost is passed on to the consumer. It does nothing to protect real estate professionals or buyers.

Should inspectors rate homes?

Absolutely not! Every home stands on its own merits. Professional home inspectors do not "rate" homes they inspect and a home cannot not "pass" or "fail" an inspection. Professional home inspectors know that most homes have been lived in. Normal wear and tear and even some deferred maintenance are to be expected. Professional inspectors don't "rate" or "grade" homes on an arbitrary scale or against some ideal standard of condition or maintenance. All homes "speak for themselves;" it takes a competent professional inspector to know how and for what to listen and how to interpret the information they develop.

Do inspectors provide cost estimates for corrective work?

Generally, they do not. It is not the job of inspectors to provide cost estimates for work which will be performed by other qualified individuals or companies. Some inspectors who have enough experience may choose to verbally discuss "ballpark" cost ranges for certain work with which they are familiar, but even general contractors use professional estimating guides and obtain competitive bids before providing the costs associated with specific work. When buyers ask inspectors to provide costs, they are asking inspectors to place a value on another individual's or company's labor and materials. In some instances, additional and unanticipated costs may arise from previously hidden conditions which are discovered in the course of performing corrective work.

Are previous inspection reports reliable?

Typically, they are not. Previous inspection reports are not reliable sources of information not only because they have been performed for other parties and also because they often do not contain current information. Parties such as lending institutions, relocation companies, or governmental agencies will have interests which are very different from those of a home buyer. In addition, conditions may have dramatically changed since a previous inspection was conducted.

Buyers should always have a professional inspection performed specifically on their behalf. Only in this way can buyers be assured that they are receiving information on the current condition of the home and its systems and only in this way can they receive the advantage of maintenance and care information that is provided specifically for them.

*Some states require professional home inspectors to maintain some form of financial assurance in the form of a bond, a letter of credit/financial assurance from a financial institution, or errors and omissions insurance. As long as an inspector meets such regulatory requirements, it is inappropriate, unethical, and possibly civilly and criminally litigable for a real estate professional to choose which of such forms of financial assurance an inspector should maintain and then attempt to influence any prospective user of home inspection services based on that agent's personal bias.

Is a home inspection a warranty?

A professional home inspection is an examination for and documentation of specific systems and components for specific conditions which are currently adversely affecting or that have the potential for adversely affecting the normally intended function or operation of the systems and components inspected. It is intended to develop information which can become part of an overall risk reduction and risk management plan.

A warranty is a pledge made by the original manufacturer of a product to repair, replace, or correct specific deficiencies in their product if such deficiencies occur within a stated period of time. It can also be a pledge made by the provider of a service to perform that service in a specified manner.

The term “warranty” is often confused with insurance plans offered for sale to home buyers. In order to avoid confusion, the term “insurance” is used in this brochure when discussing “home buyers’ warranties.”

Such insurance typically covers certain components or occurrences and it contains deductibles and disclaimers regarding the items covered. Typically, a fee is paid by the insurance company to the individual or company that offers these home “warranty” policies. Therefore, if an inspector offers to sell a buyer such insurance, that inspector is working for someone in addition to the buyer and is no longer a disinterested third party. There is an old saying that no one can serve two masters – and inspectors are no different. Professional home inspectors do not offer such products or services.

If buyers desire the kind of insurance that these plans or policies provide, they should consult their real estate professional or insurance agent and should carefully read any such policies to be certain that they meet their specific needs.

What about “warranties/certifications” at no additional cost?

The easiest way to answer this question is to ask yourself, “When was the last time I got something for nothing?” Such warranties and certifications are primarily marketing devices. When read carefully, they often provide little or no protection. Typically, inspectors offering these will not certify a component unless they are absolutely certain that, given the age and condition of the component, no conditions (outside of the specifically disclaimed conditions) could possibly occur.

Whenever dealing with inspectors who sell insurance or provide “free” certification programs, ask them about their loss ratios as well as their reserves for claims and request documentation of such information before considering engaging their services.

Should home inspection companies provide guarantees?

Yes. They should guarantee that they will perform their inspections in accordance both with a specific standard of professional practice and the terms and conditions of their written inspection agreement and scope of work. Because professional inspectors cannot predict the future, they should not be expected to provide any guarantees regarding the continued performance of or the efficiency of any system or component inspected.

Why are specific items excluded in inspection contracts?

It is not uncommon for professional home inspectors to specifically exclude inspection of items such as swimming pools, hot tubs, household appliances (kitchen appliances, central vacuum systems, etc.) active and passive solar space heating and domestic hot water heating systems, lawn sprinkler systems, intrusion detection and alarm systems, and fire and smoke detection and suppression systems. Typically, they also specifically exclude services such as testing for lead and asbestos, or other environmental testing. All standards of practice for professional home inspection exclude such items and services.

This is not because professional inspectors are not competent and qualified to inspect such items or perform such services. Rather, it is because competent inspection of these items and performance of these services requires significant additional time and highly specialized training. Some services such as pest infestation inspection and treatment require specific governmental licenses and mandated training.

A thorough and competent visual inspection of the visible, safely accessible and readily accessible components of a swimming pool for conditions which are currently adversely affecting or that have the potential to adversely affect their normally intended function or operation may require as much as 1½ to 2 hours with fees starting at \$100.00 per hour. Some systems such as lawn sprinkler systems and swimming pools may be deactivated for extended periods of time.

Some professional home inspectors may choose to include certain items or services that are typically excluded and others may offer inspection of specifically excluded items under separate contract or they will direct buyers to individuals or companies **qualified** to perform such services.

If inspectors were to spend the additional time required to perform a thorough and competent inspection of typically excluded systems, they would have less time to inspect the major systems of a home for more important and potentially costly conditions unless they significantly increased their fees. If buyers desire information regarding the condition of excluded systems as well as specific operation and maintenance information, it is more cost effective for them to engage the services of the individuals or companies that have been servicing and maintaining such systems for the current occupants.

While many professional inspectors maintain liberal follow-up policies regarding telephone or in-office consultation with customers after inspections, reinspection of corrective measures resulting from information developed during inspections is typically not offered. This is because **qualified** individuals or companies are expected to evaluate the conditions noted in the inspection report and make any appropriate and necessary corrections in accordance with all applicable industry standards and governmental codes, ordinances, and regulations.

What about systems that are shut off or de-energized at the time of the inspection?

Professional home inspectors will not turn on or restore service to any system that is shut off or not in service at the time of the inspection. Inspectors will not light standing pilot lights, energize electrical circuits that are shut off or out of service, or operate any water or gas in-line shut off valves. In order to inspect the plumbing, heating, cooling, and electrical systems of a home, the electrical service, water service, and gas service must be on and operational at the time of the inspection.

What about systems or components that cannot be inspected due to inaccessibility or unsafe conditions?

Professional home inspectors perform their inspections under limitations of safe and ready accessibility of the systems and components they inspect. If inspection of any systems or components is obstructed or limited by the presence of personal property, pets, or due to weather or any other conditions of inaccessibility, or if, solely in the professional opinion of the inspector, it is not safe to inspect any systems or components, those systems or components will not be inspected. The inspection report will identify any such systems or components, describe the unsafe conditions or the specific conditions that limited accessibility, and will state that they were not inspected due to unsafe conditions or due to inaccessibility.

Who should be present at the inspection?

It is typically best if only the buyer(s) and the inspector are present at the inspection. Remember, the buyer is typically paying for the inspection and, therefore, for the inspector's time and knowledge. Professional home inspectors encourage their customers to attend the inspection. When buyers attend inspections the potential for misunderstanding and miscommunication is significantly reduced. At the same time, it allows the buyer obtain full advantage of the maintenance information most inspectors provide as part of their inspections as well as to ask questions of the inspector in an uninhibited and unhurried atmosphere – without feeling pressured.

If it is absolutely necessary for a real estate professional to be present at the home being inspected, it is best that he or she not follow the inspector and buyer around during the inspection. Again, it allows the buyer to speak freely with the inspector and, at the same time, the real estate professional avoids the temptation to comment on or to editorialize about things the inspector points out to the buyer. Such commentary or editorializing could later be construed by a buyer suffering "buyer's remorse" as an attempt on the part of the real estate professional to gloss over or downplay conditions that the inspector has observed and thus, to influence the buyer's decision to purchase the home.

While it may not always be practical, it's better for sellers and occupants to be away during the inspection and, in most cases, sellers or occupants are not present during the inspection. The inspection is the buyer's time to really become familiar with the home under the guidance of the inspector. Buyers typically feel more at ease when they're free to ask the inspector questions or to make comments and observations in an uninhibited atmosphere. If there is a need to leave special instructions for the inspector, they are best communicated through the real estate professionals or written instructions can be left for the inspector.

If a seller or occupant must be home during the inspection, once more, keep in mind that the buyer is paying for the inspector's time and expertise. A seller or occupant who follows along or "chats" with the inspector or the buyer consumes both the buyer's and the inspector's time and it may make the buyer uncomfortable. It's always best if sellers or occupants go about their normal daily routine and allow the inspector and the buyer to proceed through the house unaccompanied and uninterrupted from start to finish.

Do home inspectors return to perform re-inspections?

Typically, professional home inspectors will not return to any property which they have previously inspected for the purpose of performing a re-inspection to verify that any conditions documented in the course of the original inspection have been modified or corrected or that any remedial measures have been performed. This is because professional home inspectors recommend that all modifications, corrective measures, or new work undertaken on any component or system be performed only by qualified individuals or companies and that only new, appropriate or specified materials be used. Further, that all work be performed in a workmanlike manner and in accordance with all appropriate applicable industry standards and governmental codes, ordinances and regulations. Finally, subsequent to completion, it is recommended that all such work be documented by work orders, invoices, or receipts from the individuals or companies which performed the work as well as by copies of all signed off building permits and lien releases when applicable.

There is no reason for a professional home inspector to return to reinspect. It's not cost-effective and inspectors do not want to assume any liability for conditions that they have previously identified and for which they have recommended specific action by qualified individuals or companies.

What about inspection contracts?

A professional home inspection is performed under a written contract between the inspection company and the customer of the inspection company. Just as you would not expect a buyer or seller to work with you without a signed contract, it would be unreasonable to expect a professional home inspector to work with a customer without a signed inspection contract. In addition, because home inspectors perform their work on behalf of their customers, it would be unprofessional if not unethical for a third party to ask or to insist that a professional home inspector perform an inspection prior to having a signed home inspection contract. If, for any reason, it is not possible to get a signed contract, then it would be prudent for the real estate professional who is working with the home buyer to obtain authorization from the buyer to sign the inspection contract on the buyer's behalf. Many inspection companies will have a form which a real estate professional can sign stating that he or she is authorized by the inspection company's customer to sign the inspection contract on the customer's behalf.

What about payment?

While the forms of payment inspection companies accept vary among inspection firms, payment is typically due upon completion of the inspection. In order to maintain their position as impartial third parties with no ties to the sale of the properties they inspect, most inspection companies do not defer payment until the closing of the real estate transaction or of escrow. When payment for the inspection is, in any way, contingent on the closing, it creates the appearance of a potential conflict of interest for the inspection company. In addition, most inspection companies are small businesses that do not want to increase their costs by having to "chase" accounts due. Such costs would have to be passed on to their customers in the form of higher inspection fees.

What about buyer concerns and questions after the inspection?

Specific concerns or questions that a buyer may have subsequent to the inspection should be addressed directly to the home inspector by the inspector's customer, the buyer. The vast majority of concerns and complaints regarding home inspections turn out to be based on buyers who fail to thoroughly read the inspection report and to follow the directives outlined in the report.

The buyer's contract for the home inspection is with the home inspection company and no one else. Therefore, it is inappropriate for buyers to expect real estate professionals to contact home inspectors regarding concerns or complaints. When a buyer attempts to bring pressure to bear on a home inspector by communicating through a third party such as a real estate professional without first speaking directly with the inspector, it is typically because the buyer does not really believe that her or his concern or complaint is valid. Communicating with a professional home inspector through an intermediary without first having spoken to or met directly with the inspector involves parties in the discussion who have neither the need nor the contractual right to participate and may constitute a breach of the contract between the inspection company and the buyer.

What about inspection report formats?

There is no one "right" inspection report format. Some professional home inspectors produce a report in a checklist with narrative format while other inspectors produce computer-generated reports. Any inspection report should reflect that the inspection has been performed in accordance with a standard of professional practice and should cover all of the components and conditions present in the home and listed for inspection in that standard with in the limitations set forth in the standard and in the inspection contract. Reports should be user-friendly, that is, they should be easy to read and understand by buyers, real estate professionals, and sellers. The information should be well-arranged, clear, provide perspective, and any recommendations should be clear and direct.

While some reports may also include a summary, it is extremely important that buyers not read just the summary but that they read the entire report before making any decisions that may be affected by the information contained in the report. Only by reading the entire report can they get the full benefit of the inspection and report.

Can real estate professionals prepare buyers and sellers for a home inspection?

Absolutely, in fact, it is always beneficial to do so. Real estate professionals should encourage buyers to attend home inspections. Having buyers present significantly reduces the chances for misinterpretation and miscommunication regarding the nature and degree of importance of the conditions documented in the inspection report. In addition, most professional inspectors provide useful home maintenance and care information to their customers in the course of conducting inspections.

Give buyers a copy of "**The Home Buyer's Guide to Professional Home Inspection**" and give sellers a copy of "**The Home Seller's Guide to Professional Home Inspection**." These informative guides will help buyers and sellers understand the home inspection process as well as what is and is not included in a professional home inspection.

While it is of utmost importance that professional home inspectors act as completely independent third parties with no interest in the actual transfer of a specific property, it is to everyone's benefit for real estate professionals, professional home inspectors, appraisers, lenders, title company professional, and insurance professionals to recognize and understand the importance of each to the home buying and selling process.

Always encourage buyers to schedule their home inspection as soon as possible after acceptance of their offer to purchase the home in order to give both them and the inspection company maximum flexibility in scheduling. During periods of heavy real estate activity, it is not unusual for inspection companies to be booked as far as seven days in advance.