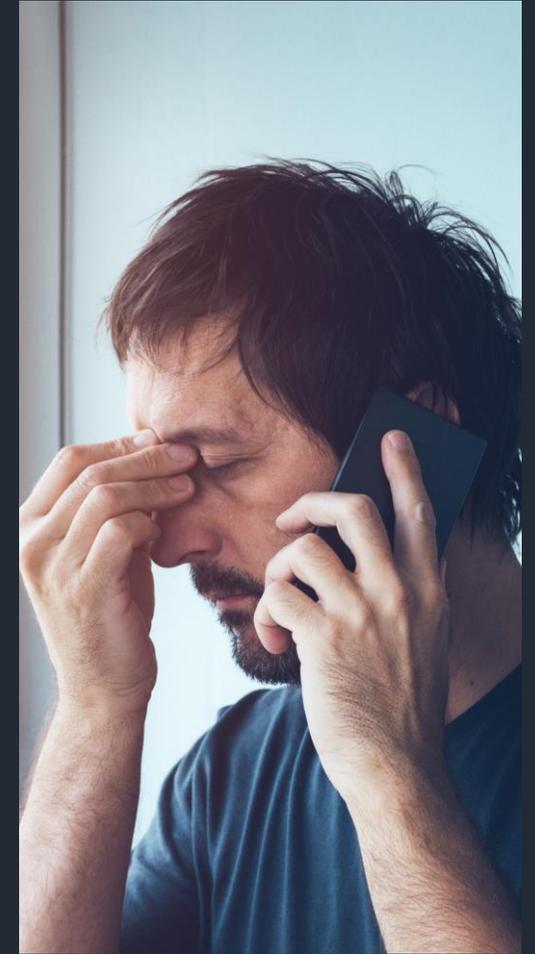


Post-Closing Buyer/Seller Disputes



What Do You Do When the Love is Gone?



Help Identify the Problem, Don't Diagnose it



Ask questions: When was the issue discovered? What has been done about it? What is the cost to fix, remediate, cure, etc.? Has an expert been consulted? Do you have pictures?

Home warranty policy

Home inspector

Repair person during escrow

Title company

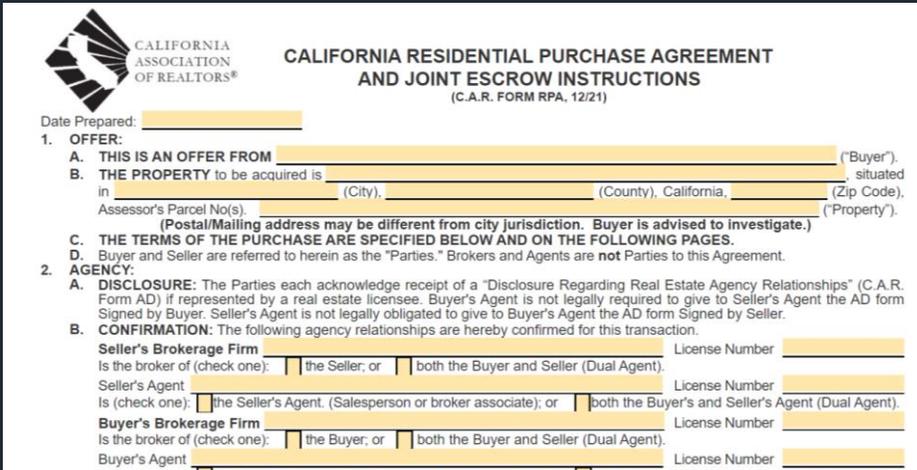
Read instruction manual

Ask the other party



Potential Solutions

Relevant Contract Terms



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(C.A.R. FORM RPA, 12/21)

Date Prepared: _____

1. OFFER:

A. THIS IS AN OFFER FROM _____ ("Buyer").

B. THE PROPERTY to be acquired is _____ situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor's Parcel No(s) _____ ("Property").
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.

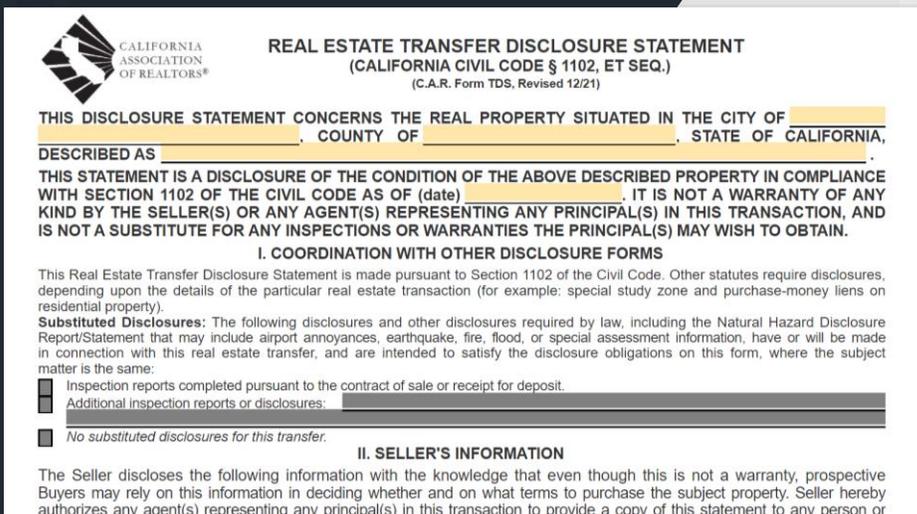
Seller's Brokerage Firm License Number _____
Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).

Seller's Agent License Number _____
Is (check one): the Seller's Agent. (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).

Buyer's Brokerage Firm License Number _____
Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).

Buyer's Agent License Number _____

RPA: Property is sold "as-is"; required to disclose *known material* facts and defects



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE § 1102, ET SEQ.)
(C.A.R. Form TDS, Revised 12/21)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

Inspection reports completed pursuant to the contract of sale or receipt for deposit.
 Additional inspection reports or disclosures: _____
 No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or

TDS and SPQ: Both ask if seller is "aware" of issues

Relevant Contract Terms



REQUEST FOR REPAIR No. _____ (Or other Action) (C.A.R. Form RR, Revised 12/21)

Date Prepared: _____
In accordance with the terms and conditions of the Purchase Agreement, or Other _____
dated _____, on property known as _____ ("Property"),
between _____ ("Buyer"),
and _____ ("Seller").
Buyer and Seller are referred to as the "Parties".

1. **BUYER REQUEST (Check all that apply): (Note: Seller has no obligation to respond to Buyer request.)**
- A. Buyer requests that Seller, prior to final verification of condition, repair or take the other specified action for each item listed below or on the attached list dated _____:
- _____
- _____
- _____

RR: Buyer releases seller from claims regarding disclosed condition



CONTINGENCY REMOVAL No. _____ (C.A.R. Form CR, Revised 12/21)

In accordance with the terms and conditions of the Purchase Agreement, OR Request For Repair (C.A.R. Form RR), Response And Reply To Request For Repair (C.A.R. Form RRRR), Other _____
dated _____, ("Agreement"),
on property known as _____ ("Property"),
between _____ ("Buyer"),
and _____ ("Seller").
Buyer and Seller are referred to as the "Parties."

1. **BUYER REMOVAL OF BUYER CONTINGENCIES:** With respect to any contingency and cancellation right that Buyer removes, unless Otherwise Agreed in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have:
- (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.
2. **Buyer removes ONLY the following individually checked Buyer contingencies:**
- A. Loan (Paragraph 3L(1) and 8A)
 - B. Appraisal (Paragraph 3L(2) and 8B)
 - C. Investigation of Property (Paragraph 3L(3), 8C, and 12)
 - (1) Entire Buyer's Investigation Contingency (Paragraph 12)
 - OR (2) Only the part of the Investigation related to inspections concerning physical attributes of the Property (Paragraph

CR: Buyer is deemed to have completed investigations related to removed contingencies



Facilitate Communications

- ◆ Offer to transmit messages
- ◆ Do not guarantee results
- ◆ If dual agency, **DO NOT** take sides
- ◆ You are legally obligated to be neutral



Elevate

Involve your office manager or broker early



Manage the risk by getting neutral help and ideas to resolve the dispute

Dispute Resolution Alternatives

- ◆ NEGOTIATE FIRST AND THEN:
 - ◆ Small Claims – claims up to \$10,000.00
 - ◆ Mediate – [C.A.R. Real Estate Mediation Center for Consumers](#)
- ◆ IF NO SETTLEMENT, THEN:
 - ◆ Arbitrate, if initialed by both parties in contract or
 - ◆ Litigation





Recommend Client Consult an Attorney

Real estate licensee should not speculate on who is right or wrong, or who will win or lose in court. Provide referral names but it is always best to give at least three options. Leave the choice up to the client!

Additional Resources

Quick Guides

- ◆ [Mediation v. Arbitration](#) ◆ [Mediation for the Consumer](#)
- ◆ [Transfer Disclosure Statement Law – Overview](#) ◆ [Seller Property Questionnaire](#) ◆ [Small Claims Court](#) ◆ [Contingencies and Contingency Removal](#) ◆ [Arbitration for the Consumer](#)
- ◆ [Buyer Requests for Repairs](#)

Legal Q&As

- ◆ [Arbitration for the Consumer](#) ◆ [Mediation for the Consumer](#)
- ◆ [Contingencies and Contingency Removal](#) ◆ [Request for Repair and Use of the RR and RRRR Forms](#) ◆ [Seller Property Questionnaire: Summary of C.A.R. Form SPQ](#) ◆ [Statute of Limitations: Deadline on Time to Sue](#) ◆ [Use of an “As-Is” Clause](#) ◆ [Sales Disclosure Chart](#)

[Legal Tools: Small Claims](#)

Recorded Webinars

- ◆ [February 2020, So, you’ve been sued. What’s next?](#) ◆ [January 2020, Disclosure Checklist](#)
- ◆ [July 2019 Electronic Legal Open Forum, Small Claims Court](#)