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Your Right to a Home Inspection in Massachusetts

Buying or selling a home is one of life's biggest decisions. To help ensure that every buyer can make an informed choice, a new Massachusetts law protects the **right to have a home inspected** by a licensed home inspector before finalizing a home purchase.

Under this law, sellers and agents **cannot request or accept an offer** that requires a buyer to waive their right to an inspection. Every buyer must have the opportunity to hire a licensed inspector and decide whether to proceed based on the results. This FAQ explains what the law means for **consumers — both buyers and sellers** — and how it supports transparency and fairness in real estate transactions across the Commonwealth.

Frequently Asked Questions for Home Buyers and Sellers

Q: What is the purpose of this new home inspection law?

The law ensures that every buyer has the right to conduct a home inspection if they want to. Sellers can no longer accept or condition an offer based on a buyer's willingness to waive that right.

Q: What types of properties are covered?

This law applies to **residential properties** — one- to four-family homes, condos, and their common areas.

Q: What counts as a “home inspection” and who can do it?

A home inspection looks at major systems and visible parts of a home: roof, exterior, structure, electrical, plumbing, heating, cooling, interior, insulation, and ventilation. Only a **licensed Massachusetts home inspector** (or associate inspector) can perform it.

Q: How long does a buyer have to do the inspection?

The buyer and seller must agree on a **reasonable time period** to schedule, complete, and review the inspection. What's “reasonable” depends on factors like access to the property and inspector availability.

Q: Does a buyer have to do a home inspection?

No. A buyer does not have to complete an inspection — but the seller or agent **can't require or suggest** that the buyer skip it.

Q: Are there any exemptions to this law?

Yes. The law DOES NOT apply to sales:

- At auction
- To family members
- Between former spouses (under court order)
- For estate-planning transfers
- In foreclosures or deeds-in-lieu of foreclosure

Of **new construction** homes sold before they're substantially complete and covered by a one-year written warranty

Q: What does "Substantial Completion" mean for new homes?

It means the home is far enough along to be lived in — even if a certificate of occupancy hasn't yet been issued.

Q: Can a seller still sell a home "as-is"?

Yes, nothing in the law requires a seller to make improvements or agree to any requested price reductions based on the findings of a home inspection. The buyer, however, is entitled to have the inspection and determine whether they wish to proceed with the purchase.

Q: Does this apply to builders, contractors, and investors too?

Yes. The law applies to **all buyers**, regardless of profession or intent to renovate.

Q: How much time is "reasonable" for an inspection?

There's no fixed number of days. It depends on the property, access, and how quickly inspectors are available in the area.

Q: Can a buyer use a contractor instead of a licensed home inspector?

A buyer's official home inspection must be done by a **licensed home inspector**. However, the buyer can still hire other experts — like pest, radon, or structural specialists — for separate evaluations.

Q: Can the buyer do more invasive testing (like drilling or core sampling)?

No. A home inspection only covers what's visible and accessible. Any specialized or intrusive testing must be separately agreed to in the contract.

Q: Can a buyer include in their offer that they won't have an inspection?

No. Putting that in writing would violate the law and could trigger penalties under the **Massachusetts Consumer Protection Act (Chapter 93A)**.

Q: If a buyer isn't satisfied with the inspection, can they walk away?

Yes, depending on what the buyer and seller agreed to in their contract. They might have:

- A full inspection contingency (allowing the buyer to withdraw for any reason); or
- A clause that only allows withdrawal if repair costs exceed a set amount.

Q: What does the “estate-planning” exemption mean?

Transfers for estate planning (such as moving a property into a trust for relatives) are exempt. “Relative” includes spouses, domestic partners, and family members by blood, marriage, or adoption.

Q: If a seller has a pre-listing inspection, can buyers be asked to waive their own?

No. Even if a seller provides an inspection report, every buyer must still have the chance to hire their own licensed inspector.

Q: Can a buyer be required to finish the inspection the same day the offer is accepted?

No. That would make the opportunity to have an inspection meaningless and violate the law. The buyer must have a reasonable amount of time to complete and review it.



BOTTOM LINE:

This law protects your right to make an informed decision before buying a home.

You can't be pressured or required to skip a home inspection — and you have the freedom to choose your own licensed inspector.

For More Information: www.marealtor.com/home-inspection-regulations

*If you have any questions, please don't
hesitate to reach out to me or the agent
who shared this document with you!*





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