

When things go wrong (also known as home ownership)

I am a generalist

I am not acting as a specialist in any specific trade. I know something about everything but everything about nothing, commonly known as a Jack-of-all-trades. California does not have licensing for property inspectors, yet many Clients expect me to know everything that a licensed electrician knows, that a licensed plumber knows, that a licensed roofing contractor knows, that a licensed structural engineer knows, that a licensed heating and cooling professional knows, that a licensed general contractor knows, etc. The list goes on and on. If all of those licensed professionals had come out to inspect your home, yes, you would probably have received a much more detailed report than that provided by any property inspector in the State of California. However, your property inspection also would have cost several thousand dollars.

So, yes, licensed professionals have more expertise than I do in their specific professions. But ask a licensed plumber about engineering and you're probably not going to get as much as you get from a property inspector. Ask a licensed electrician about plumbing, and you're probably not going to get as much as you get from a property inspector. So while property inspectors are expected to know heating and cooling, plumbing, electricity, engineering, roofing, etc., it is virtually impossible to know everything about everything. That's why I'm a generalist. *I'm looking at the forest, not the individual trees.*

Intermittent or concealed problems

Some problems can only be discovered by living in a house. They cannot be discovered during the few hours of a property inspection. For example, some shower stalls leak only when people are in the shower but do not leak when you simply turn on the water faucet or shower head. This is because the weight of a person in the shower will cause the shower or bathtub, or the walls, to flex slightly, perhaps causing a small separation somewhere that allows water to penetrate only during actual use of the bathtub or shower.

Some roofs only leak when specific conditions exist, and we've never seen a roof that leaks during dry weather, although some conditions (like a hole in the roof) will definitely indicate that the roof will leak next time it rains.

Some problems will only be discovered when floor coverings are removed (like removing the 1970s vinyl in the bathrooms to put in tile); when furniture is moved (the large hole in the wall that was concealed by the bed); when pictures are taken down (the large hole in the wall that was covered by Grandma's picture); when wallpaper, wall mirrors, and paneling are removed (revealing past or present moisture damage).

No clues

Problems might have existed at the time of the inspection but there were no clues as to their existence, such as when a room has been recently painted. Inspections are based on the history of the house. If there are no clues of a past problem, it is unfair to assume that I could foresee a future problem. This becomes particularly troublesome when an older home is completely renovated. Yes, it probably looks beautiful, but when all the cracks in the walls and ceilings were covered up when the new drywall was installed, it is impossible for me to tell you that there are settling issues or foundation problems.

I try to find the individual problems and add them together to determine if there are bigger problems. Renovation, either partial or complete, can make that job impossible because it makes the home look like a

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newer home rather than an older home. New homes don't exhibit problems yet, so what you see might not be what you get months or years down the road. With older homes, what you see is what you get; now just decide what to do about it. Also read "[New home or older home?](#)"

I missed some minor things

The minor problems that I identified were discovered while looking for more significant problems. I note them simply as a courtesy to you. The intent of the inspection is not to find the problems that might cost a few dollars, or even a few hundred dollars, but to find the problems that will cost you thousands of dollars (read your [Services Agreement](#)). It typically is the significant problems that affect people's decisions to buy a particular house after they have already fallen in love with it.

However, depending on the [type of inspection](#), I will note minor problems or cosmetic defects because the cost of correcting all of those might be significant. For example, a hole in a screen window can be patched for twenty bucks or so, or re-screened for fifty bucks or so, or replaced for a hundred bucks or so. In the overall scheme of things, that's not significant. But now take a hole in each of seventeen screen windows. The cost of patching, re-screening, or replacing can now become significant. So during the inspection, since I don't know how many of those minor things I will find until I'm actually through with the inspection, I note them all. And then, again depending on the [type of inspection](#) you or your Realtor asked us to do, I'll note the minor problems in your property inspection report and let you decide which problems you can deal with yourself or are willing to accept, and which problems you would like to ask the seller to repair.

Obviously, it takes me more time to note all the minor problems and then to document them in your property inspection report. Some Clients, such as those who are going to completely gut and renovate a property, don't want to know about the minor problems, so I offer them the opportunity to save some money by not asking me to document them. Others—such as those buying a brand new home, or those who are out of state at the time of the inspection and, in the world of virtual tours on the Internet, might never have visited the property—want me to document every last little scratch or nick. And while I don't do scratches and nicks, those Clients are the ones who want to know about the minor problems and the cosmetic defects.

I'll do whatever my Clients want me to do because I believe in providing choices. However, I can't pretend to know if you have chosen wisely for your own specific needs or why you made the choice you did.

Recommendations

I make recommendations for your safety and to help you with common maintenance tasks. If you disregard my recommendations, you might risk your health and safety, or risk damage to your home and possessions. Buying a home is expensive, but I cannot condone ignoring my recommendations to save a few dollars. Even if you are very capable of doing the repair work, it should be done now, before you move in. After you move in, you might forget about it because other things take up your valuable time, such as when you're going to have the house warming party, who you're going to invite, and what you're going to serve—are you going to cook or have it catered? Ignoring my recommendations is a risk that only you can evaluate.

I also hope that you will not let anyone else convince you to summarily dismiss my recommendations, as happens too often. I regularly hear people say, "Oh, they didn't have that when the house was built" or "That wasn't required when the house was built." I know that. But in the ensuing years, disasters in the form of property damage, death, and injury have convinced us that there are better ways to do things than what might have been done "when the house was built." So take care of things now, while they are fresh on your mind. Also read "[Blame the Property Inspector.](#)"

"Last man in" theory and most recent advice

While the recommendations in my reports represent what I believe are the best ways to resolve problems, many contractors don't like to make repairs because of the "Last man in" theory. For example, a roofing contractor believes that if he is the last person to work on the roof, he will get blamed if the roof leaks, regardless of

whether or not the roof leak is his fault. Home owners rarely remember that the electrician worked on electric wires on top of the roof four months ago. All they remember is that the roof leak now must somehow be related to the roofing contractor who worked on the roof “a few months ago.” Therefore, roofing contractors don’t want to do a minor repair with high liability when they could re-roof the entire house for more money and reduce the likelihood of a callback and an unhappy customer, which makes perfect sense. It is also human nature for home owners to believe that the most recent expert has the best advice, even if it is contrary to previous advice.

As a property inspector, I find myself in the position of “First man in” and, therefore, it is my advice that is most often dismissed when the next person comes along. In fact, many other professionals who don’t want to make repairs will blame the property inspector and try to make me look like an idiot: “Oh, there’s nothing wrong with that. I can’t believe your property inspector said there was.” Obviously, since there is no licensing for property inspectors in the State of California, I have to defer to the opinions and recommendations of experts who are licensed. So in those cases where those licensed professionals state something contrary to what I said, all I ask is that you have them do the same thing I did: put their opinions in writing on their company letterhead and sign and date it. That’s what I did with your property inspection report, so that’s the least that they can do. Too often, they decline.

Not insurance

There is no way that you can eliminate the costs of owning a home; things will break down, even with regular maintenance, just like your automobile does, just like your health does. Your inspection report is not an insurance policy with no deductible, no claims limits, and a lifelong policy period. The premium that an insurance company would charge for such a policy would be prohibitive and much, much greater than the cost of your inspection. I am not authorized under the laws of the State of California to issue insurance policies under the guise of a property inspection business. Do so can be subject to severe civil and/or criminal penalties. I recommend that you obtain appropriate insurance on your home, its utility systems, and its appliances, and that you read the fine print in your home owner’s insurance policy before accepting and paying for it.

For some of my inspections, I do provide a limited warranty that will cover certain things from the date of the inspection through close of escrow or a couple of weeks after escrow closes. It, however, is insurance. That means that it has deductibles, limits, and a definite policy period, just like all insurance policies do.

Contractors’ advice and why I didn’t see it

A common source of dissatisfaction comes from comments made by contractors, which often differ from mine. Don’t be surprised when someone says that something needed to be *replaced* when I said it needed to be *repaired or replaced*. Having something replaced makes more money for the contractor than just doing a repair. Contractors sometimes say, “I can’t believe you had this house inspected and they didn’t find this problem.” There are several reasons for these apparent oversights, as explained below:

Conditions during inspection

It is difficult for home owners to remember the conditions in the house at the time of the inspection, so I doubt that any contractors you hire will know what the circumstances were when the inspection was conducted. And home owners seldom remember that there was storage everywhere (especially in the garages here in San Diego), making things inaccessible, or that the air conditioning could not be turned on because it was 55° outside.

I do take many pictures at the time of the inspection and even include a few of those in your property inspection report to remind you of the conditions at the time of the inspection. If a picture is not included, I typically will tell you in words what I did and didn’t do, what I could and could not do, and what I will and will not do when it comes to property damage and personal safety. Many times the conditions at the time of the inspection can be embarrassing to the seller, so I don’t include all pictures since the standard purchase contract used by Realtors in the State of California states, “Buyer shall give Seller, at no cost, complete Copies

of all Buyer Investigation reports obtained by Buyer.” Think what might be going through the seller’s mind if I included too many pictures, such as the waste material that we find in toilets (way too often). And when you got your property inspection report out several months later to look up something, I’m not sure the picture of the toilet problem would be something that you would care to look at once again. I really do try not to embarrass anyone during my inspections, when compiling my reports, or anytime after the inspection.

Lengthy inspections

If I spent half an hour under the kitchen sink or an hour disassembling the furnace, an hour disassembling the cooling condenser, several hours removing all the covers for electrical outlets and light switches, I’m sure I would find many more problems than those I found and noted in your property inspection report. Unfortunately, the inspection would take several days and would cost a few thousand dollars. I do offer those [types of inspections](#) at those types of prices, but they are not the norm. In most cases, though, I try to do in the course of a few hours everything that a home owner would do in the course of many months. I could take several months to do everything, but, again, the cost to you would be exorbitant and certainly would not meet the property inspection time contingency period in your purchase contract, usually no longer than 17 days and many times as short as 3 days.

Invasive or destructive testing

Problems sometimes become apparent during renovation or remodeling. A property inspection is a visual examination, so I don’t perform any invasive or destructive tests. Indeed, most invasive and destructive testing is reserved by law to licensed pest control professionals. And for other invasive and destructive testing, most property inspection contracts, particularly the standard contract provided by the California Association of Realtors (CAR RPA-CA REVISED 10/02, page 4, paragraph 11), state that “Buyer shall . . . (ii) Repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs.” The CAR contract also states that “Without Seller’s prior written consent, Buyer shall neither make nor cause to be made: (1) invasive or destructive Buyer Investigations. . . .”

So I could have done invasive or destructive testing for you if you had requested it of me, had agreed to pay for any damage that I might have caused, and had the Seller’s written consent to invasive or destructive testing. With all of that done, I might have found all sorts of problems, but I don’t think you would have liked it when you were presented a bill from the seller for hundreds or thousands of dollars worth of damage that I caused during my invasive and destructive testing, especially if you decided not to buy the property for whatever reason. And I sure don’t want to pay for that damage myself; my insurance only does so much and, like all insurance, has deductibles. Remember that the property at the time of the inspection didn’t belong to you or me; it belonged to someone else. As a property inspector, I really do try to be a good citizen during the performance of my job while I’m on someone else’s property. I can only do so much.

The wisdom of hindsight

When problems occur, it is very easy to have 20/20 hindsight. Anybody can say that the roof is leaking when it is raining outside and the roof is leaking. Here in San Diego, though, it is virtually impossible in the midst of a hot, dry, windy Santa Ana condition at the time of the inspection to say that the roof will leak the next time it rains. Or when the inspection occurred in March, it’s pretty difficult to say that the roof will leak when the first rains come in November or December. Predicting problems is not an exact science and is not part of the property inspection process. *I am only documenting the condition of the home at the time of the inspection. Your inspection report is merely a snapshot in time to help to try to beat the odds of owning a home.*

I hope this has helped you understand what I have tried to do for you, and why problems occur after the property inspection. However, if you have any other questions about anything, simply contact me.