

Important information for buyers.

- Property.

Below is an overview of how the sale will proceed after the viewings, and how the seller intends to carry through the sale.

THE ROLE OF THE REAL ESTATE AGENT

According to the Real Estate Act (Fastighetsmäklarlagen; 2011: 666), the real estate agent's role is to be an impartial intermediary who looks after both the seller's and buyer's interests. The mediation must be carried out carefully and in accordance with good real estate practice. All real estate agents are registered with the state supervisory authority Fastighetsmäklarinspektionen (FMI).

OBJECT DESCRIPTION

According to the Real Estate Agency Act (Fastighetsmäklarlagen), the real estate agent must provide a written description of the property, which must contain certain mandatory information. The real estate agent collects information partly from the seller and partly from public registers. A property description also contains general information. The seller is always entitled to read through and approve the property description before the sales process begins. It is important to point out that it is the seller who is primarily responsible for the information included in the property description, as it is part of the transfer agreement. The real estate agent only checks the seller's information if there is reason to suspect that it is incorrect.

THE SELLER'S DUTY OF DISCLOSURE

The duty of disclose means that the seller must inform the buyer of the errors and defects that he or she is aware of and that are difficult for the buyer to detect. However, the buyer's duty of investigation is much more far-reaching, implicating that the seller cannot be held responsible for errors / defects that the buyer should have discovered during a thorough inspection, or should have expected with regard to the property's age and/or condition.

Read more at husmanhagberg.se/undersokningsfiltik/fastighet

THE BUYER'S DUTY OF INVESTIGATION

The ground rule is that the property is purchased in the condition it is in on the day of the contract. Buyers have a far-reaching duty of investigation which means that she or he is obliged to thoroughly investigate the property. This means that the buyer cannot subsequently make demands on the seller for errors that could have been discovered before the purchase. The seller is also not responsible for defects that the buyer should have expected when taking into account the age and/or condition of the property. If the buyer discovers something that may indicate an error, it is part of the investigation duty to examine this further. There are no requirements for the examination to be carried out by a professional, but it is wise to hire someone who professionally carries out inspections. A seller is responsible for hidden defects, i.e. defects that could not have been detected or that the buyer should have expected, up to ten years after the acquisition.

Read more at husmanhagberg.se/undersokningsfiltik/fastighet

BUILDING PERMIT AND DETAILED PLAN

If a buyer plans to renovate or make changes to the property, it is important to know what applies to the property according to the planning regulations. The responsible real estate agent can refer you to the correct contact person at the municipality if further information is desired.

BIDDING

If several speculators are interested in buying the same property, a bidding process is normally applied. Bidding can be done in several different ways and there are no set rules for how it should be done. HusmanHagberg applies open bidding if the seller has not expressly decided on any other approach. Nothing is settled and the parties are not legally bound until a purchase agreement is signed. The buyer has the right to withdraw his bid at any time and the seller has a free trial right, which means that the seller does not have to sell to the highest bidder, but decides freely if he or she wants to sell, to whom and at what price. The seller can also at any time change the form of the bidding or cancel it completely.

If a bid is made after the bidding process has ended (but before the purchase agreement is signed), the real estate agent is obliged to present the offer to the seller, who can decide whether she or he wants to reject or accept the offer. The real estate agent must by law keep a bid list of all bids, containing the bidder's contact details. This bid list is only provided to sellers and buyers in connection with the signing of a purchase agreement or at the latest when conditions in the purchase agreement are met. More information about and how an open bidding works can be found at husmanhagberg.se/budgivning

PROPERTY COST ESTIMATE

The real estate agent always offers a written estimate of the buyer's accommodation costs. Notify your agent if you would like a housing cost estimate.

CONTRACT WRITING

When writing a contract, the parties usually meet at the real estate agent's office. The agent sets up the purchase documents, and walks them through with both parties. Most of the time, the parties want to sign as soon as possible, because neither bid nor offer is binding until the transfer agreement is signed by both.

DOWN PAYMENT

The down payment, usually 10%, is paid no later than five working days after the contract is written. If there are any conditions included in the contract, for example inspection conditions, the down payment is deposited in a special client funds account separate from the REAL estate agent's other assets, until all conditions in the agreement are met.

TITLE AND REGISTRATION COSTS

The title charge is 1.5% and is calculated on the purchase price, or the assessed value if this is higher, and is paid by the buyer. An expedition fee of 825 SEK is added. The cost of taking out new mortgages is 2% of the mortgage amount. Shipping fee is added.

ACCESS

When getting access to the property (at the time of the final payment), the seller and the buyer meet at the real estate agent's office or at the buyer's bank. The real estate agent sends out a settlement between the parties well in advance, showing what has been paid and what remains to be paid. Any other ongoing costs are also regulated here, such as the monthly fee. The real estate agent also hands over a journal of the tasks performed during the mediation.

COMPLAINTS TO THE SELLER

It is the seller who is responsible for significant errors or deficiencies in the property up to two years after the purchase (see "Buyer's obligation to investigate" above). If the buyer wishes to make claims against the seller regarding errors in the property, this must be done within a reasonable time after the buyer discovered, or should have discovered, the error.

ADDITIONAL SERVICES

In some cases, the real estate agent can receive administration compensation from suppliers and partners. Any administration fees are presented in the separate document "Side services".

CUSTOMER GUIDE

Questions regarding a specific property transaction are primarily answered by the responsible real estate agent. For information or questions about the real estate service, we refer to Mäklarsamfundet's Customer Guide. Contact details can be found at husmanhagberg.se/kundvaledare

HANDLING OF PERSONAL DATA

HusmanHagberg handles the personal data provided to real estate agents or other people connected to HusmanHagberg in accordance with the General Data Protection Regulation (GDPR). Read more at husmanhagberg.se/gdpr