

Important information for buyers.

- Tenant owned 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 seller has no general obligation to disclose everything he or she knows. The starting point is that the seller cannot be held responsible for errors or defects that the buyer should have been able to discover during a thorough investigation. The seller does however, in certain situations, still have a responsibility to inform about errors and shortcomings she or he knows/should understand is of importance. The seller cannot refuse to inform about errors, shortcomings or deviations that are of essential importance, i.e. something that the buyer should be able to count on having been informed about, and which can be assumed to have influenced the purchase. Read more at husmanhagberg.se/undersokningsfiltik/bostadsratt

THE BUYER'S DUTY OF INVESTIGATION

A tenant-owned property is considered by law as movable property. A purchase of this kind of property is regulated by the Purchase Act (1990:938). However, the rules of the Purchase Act are not very suitable for examining errors in these kind of properties. Hence, the corresponding rules in the Land Code (Jordabalken), ch. 4 are usually applied. The ground rule is that the property is purchased in the condition it is in on the day of the contract. This means that the buyer cannot invoke errors / defects that he or she is assumed to have known at the time of purchase or should have been discovered during a thorough investigation. Nor can the buyer invoke errors / defects that should have been suspected given the property's age and condition. This means that the buyer, after the purchase, cannot complain about that an old freezer is not working properly.

The duty of investigation is far-reaching, hence it is very important that the buyer carefully examines the property before the purchase. It is recommended to get help from an expert. Up to two years after the purchase, the seller is responsible for defects that were present at the time of purchase and that could not be discovered during a thorough examination and/or that the buyer should not have expected, given the condition and age of the property. Read more at husmanhagberg.se/undersokningsfiltik/bostadsratt

THE ECONOMY OF THE ASSOCIATION

It is important that the buyer takes part in the association's annual report and other available information in order to get a good idea of the association's finances. The association's total loan debt, when existing loans are restructured, the property's renovation needs, etc. can be factors that affect the finances and thus the monthly fee in the future. Important documents and documents are available in the housing presentation at husmanhagberg.se

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

A down payment (usually 10% of the purchase price) is to be paid no later than five working days after the contract is written. The down payment is deposited in the real estate agent's client funds account, separate from the agent's other assets, until all conditions in the agreement are met. The purchase is only completed when the tenant owners' association has granted the buyer membership. In connection with the membership application, the association takes a credit report on the buyer.

TRANSFER FEE / MORTGAGE FEE

Most tenant owners' associations charge a transfer fee that may amount to a maximum of 2.5% of a price base amount, and a pledge fee that may amount to a maximum of 1% of a price base amount per loan.

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