

by Ilyce\_Glink

Q: My ex-wife and I have been divorced for over two years. She refuses to sign a quit claim deed for her share of our marital home. Is there any way I can sell this house with her still listed as an owner on the title and the mortgage? A: If the judge awarded you the house in your divorce agreement, then you need to figure out how to refinance the property into your own name and get your wife to quit claim the property to you at closing. You may have to have the court force your ex-wife to transfer title to you. If you were not awarded title to the home and you are interested in selling the home but your ex-spouse isn't, you won't be able to sell the house without suing her wife to force the sale of the home. Talk to an attorney to discuss your options and what it would cost to proceed that way. You may find that route too expensive and wish to find an amicable way to work with your ex-spouse to sell the house. A real estate attorney can provide you with details on these and other options you may have.

Q: We decided to list our second house for sale and signed a 3-month contract. The property was vacant and we would stop by every weekend to check on it. Once the contract was up, we decided to take the house off the market and rent it out. When we returned to the house two days after the contract expired, the pipes had burst. The master bedroom, hallway and guest bathroom were soaked. The ceiling had collapsed. We filed a claim with our insurance company, only to find out insurance would not cover the damage due to the fact that the house was vacant and the heater was not on. (There had been a freeze warning.) Can insurance companies do this? Our primary home is insured by the same company. A: Unfortunately, the answer is, "Yes, they can." Please go back and read your policy. Often, insurance policies are written to cover homes that are exclusively lived in by the owner. If you're going to rent your property or the property is going to be left vacant, you'll need a different sort of policy or at least a waiver from your insurance company. Technically, you may have violated the rules of your insurance policy, which would give your insurance company the right to deny your claim. And as we all know, insurance companies don't want to pay out any more in claims than they absolutely must. For more information, talk to a competent real estate attorney.

Q: Five months ago, we bought a house from a "good" friend. We bought it as is and didn't get an inspection because it was not required, although we did have the property appraised. Needless to say, the property has been a nightmare ever since. Shortly after we moved in, everyone started getting sick with everything from minor allergic reactions to pneumonia. Our pediatrician suggested we remove the carpets. Our home is raised and we were told it would need to be leveled before we replaced the flooring. We then found out that there is water pooling under the house, resulting in severe mold growth. In the process of getting rid of the mold, we found out that the foundation is severely damaged and there is moisture in all of our walls. The list goes on and on. Are the sellers liable for anything? A: Let's review the situation: You bought this house from a friend. You didn't have an inspection. You bought it in "as is" condition. Is it possible that your friends didn't know about the mold? Is it possible that they weren't as sensitive to it and never got sick? Or the problems got worse once you moved into the house? Or, if they did get sick, is it possible they never put two and two together to figure out that there was a problem? Is it possible their pediatrician isn't as smart as yours? As long as the sellers fulfilled their state-imposed obligations to disclose every known material problem in the house not visible to the naked eye, I wonder how much liability they'd have. Typically, in a seller disclosure case, you'd have to prove that the sellers knew, or should have known, about a problem. But if they met their statutory obligation to "disclose" what they knew, signed off and you accepted that, and if you can't prove that they knew or should have known more, I'd say you have a tough road ahead to prove liability. A real estate attorney or litigator can advise you further as to your legal options (if any) and remedies. Let's talk about where you are today: The real question is what can you do now to salvage your property? If you have to level the floor, then perhaps you need to dig out a basement, and replace the underside of the house in order to get it to dry out and kill the mold. How much this will cost, and what this will do to the value of the property are issues you should consider. If older homes in your area have been torn down and replaced by larger, more opulent dwellings, and if you can afford it, you might want to think about tearing down this house and building something from scratch that would be more in line with what is the new norm in the neighborhood. If you can't afford this solution, but the land value in your area approximates the value of what you paid for the home, you may be better off selling than putting more money into the home. Sit down with a good contractor to determine how much work will actually be needed and what your options are in terms of making necessary

repairs.If you can't afford to tear down the home or even make the repairs, and don't have a good seller disclosure case against your friends, you may be out of luck.Â© 2007 Real Estate Matters - TMS

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