

PROPERTY IN SPAIN

New-build homes: defects and purchaser rights



By
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New-build homes appeal to many people for a variety of different reasons but houses, even brand new houses, are not always perfect; faults or defects may sometimes appear after the purchase.

The Spanish building law (LOE) provides three different guarantee periods of one, three or 10 years depending on the magnitude of the defect, and during which the purchaser will be able to complain and seek redress:

Ten years: this is the guarantee period when the stability or structural integrity of the building itself is in jeopardy. This category includes all defects affecting the main structure and fabric of the house including foundations, supporting walls and beams, etc.

Three years: this guarantee period applies when, because of faults or defects, the house does not meet habitation requirements with regards to hygiene and health matters, environmental protection, noise or thermal isolation, energy saving and so on.

One year: this is the guarantee period for minor items such as cosmetic defects in wall surfaces and painted finishes, marks and scratches on fittings, etc.

However, it is essential to realise that different to these guarantee periods is the limited time available to take legal action. House defects action expires after two years from the time when the defects first appeared and/or became known by the purchaser. Under the provisions of this action, builders, any agents involved and the architects, can all be sued.

In reality though, two years usually proves to be too short a

time to sue - and because of this, it has been quite usual for purchasers of new homes to use the breach of contract court action against the builder or promoter (this action goes only against those parties whose signatures appear on the contracts) because its time limit was 15 years.

However, the section of the Civil Law that specified this 15 year time limit has recently been changed; the new Law 42/15, approved on October 7 has reduced the time limit from 15 years to only five years.

This new rule is clearly a setback for purchasers of new homes as it considerably reduces their options for seeking legal redress through the courts.

Also be aware that this new five-year deadline for court actions does not only apply to breach of contract suits, it also applies to all personal actions; so anyone having a legal problem can no longer afford to wait around before contacting an independent and specialised lawyer.

yer.

The Building Law (LOE) guarantee periods of one, three and 10 years apply only to new-build homes, so we will be looking at the rights of purchasers of previously-owned houses in our next article.

Lawyers at Raymundo & Hopman are specialised in these

house defects and breach-of-contract actions, and will be pleased to study any case and to produce a preliminary legal report about any purchaser's possibilities of success free of charge.

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