

PROPERTY IN SPAIN

Defects & purchaser's rights

Part 2: Previously-owned homes:



By Connie Raymundo

The previous article examined the various rights, options and time limits available

under the law to buyers of new-build homes regarding any de-

fects found after completion of the purchase.

However, does the law provide any rights to a buyer should defects appear following the purchase of a resale/previously-owned property? The answer is yes, although the rights, time limits and legal op-

tions that would assist him do vary considerably from those available to new-build purchasers.

To start with, the law reduces to only two categories the range of defects that can be legally pursued; "Important Hidden Defects" and "Very Important Hidden Defects". The "important" category has a time limit of only 6 months from when the house was bought, and the time limit for the "very important" category is in line with the new 5 years rule recently introduced by Law 42/15 approved on 7th October 2015.

Also, and as shown above, note the inclusion of the word 'hidden' in each of the two category designations: the law will not protect the buyer of a previously-owned house if the defects were visibly detectable before completion of the purchase.

Returning to the two categories of defects:

1. "Important Hidden De-

fects": As stated above, the time period for bringing a legal action before the Court is a maximum of 6 months from the day the house was purchased - and this time limit may not be extended for any reason whatsoever. The law defines firstly that any or all such defects have to have been existing defects affecting the house before it was bought by the new owner and secondly, that such defects should not be perceptible to the purchaser's eyes; ie they are "hidden defects" and because of this, cosmetic faults and/or imperfections are not legally covered when speaking of second hand homes. Finally, the defect has to be "important" in a way that if known beforehand, the buyer would either not have completed the purchase at all or at the very least would have offered a lower price.

2. "Very Important Hidden Defects". This covers those defects that are of such a serious nature that they directly threaten the stability or structural integrity of the building fabric itself, or otherwise render

the house unsuitable for living in. In this situation Court action will be by means of the Breach of Contract action, and the applicable time limit will be in accordance with the 5 years time limit as set out in the new Law 42/15

So to summarise, purchasers of previously-owned houses will have two possible avenues for seeking legal redress against any defects found in the home they have bought provided that such defects were 'hidden' and not known about before the purchase, and can be classed either as "important" or "very important".

Lawyers at Raymundo & Hopman are specialised and very experienced in such house defects and breach-of-contract actions, and will be pleased to study any case and to produce a preliminary legal report about a purchaser's possibility of success free of charge.

Connie Raymundo, Lawyer and Barrister at Raymundo & Hopman Abogados, reg n° ICALI 5936

RAYMUNDO & HOPMAN - SOLICITORS



**Independent Solicitors & Barristers, Estate Experts,
Financial & Tax Advisors, Architects, Translators.**

**Buying or Selling; House Defects;
Wills Update; Paying Too Much on Tax Return?
- contact us: we can help!**

**Initial Consultation and First Visit Free
English-Speaking Staff**



**Navas 19, 4° - Alicante - 0034 965 207 719 - 693 303 250
www.rhv-lawfirm.com - info@rhv-lawfirm.com**