

Legal Questions & Answers

February 2017

Question: Is a real estate brokerage allowed to advance funds on behalf of the seller, in order to pay for repairs to the listed property and be reimbursed at closing?

Answer: Although a risky practice, it is not unlawful for a brokerage to advance funds on behalf of the seller and be reimbursed at closing.

Question: Is a broker and/or his or her client allowed to modify the language in the Vacant Land Sale Agreement and have all parties initial the modifications?

Answer: The Vacant Land Sale Agreement specifically indicates at the end of the form that the pre-printed language should not be modified. All modifications should be addressed in an addendum to the sale agreement.

Question: Is the seller required to provide a property disclosure statement to the buyer if the property will not be used as a residence for the buyer or his or her family?

Answer: Pursuant to ORS 105.465 (1), a seller is not obligated to provide a property disclosure statement to a buyer if the buyer indicates to the seller that he or she does not intend to use the property as a residence for the buyer or his or her spouse, parent or child. It would be prudent for such statement to be documented in writing by the buyer.