Is It Really Defective?

Retesting disputed inspection findings

THE ONE THING
Verify the finding, communicate the options, and document the solution.
A retest does not automatically extend deadlines or resolve the contract dispute.

1. Verify before reacting

Read the report. Ask how the item was tested. A demonstration may resolve an apparent defect; use the right professional when more evaluation is needed.

2. Retest with a written plan

Agree who tests, who pays, the timing, the standard that controls the contractual outcome, and what happens after the result. Share every result and preserve proper conditions.

3. Radon: respect the testing guidance

A lower second result does not automatically cancel the first. Ask a qualified professional to interpret the testing method and results; separately review the contract with counsel.

4. Mold: investigate the moisture

Find and address the cause. Mold color or a “non-toxic” label does not establish safety or contractual classification. Consider whether further professional evaluation is needed.

5. Protect the transaction

Calendar response and inspection deadlines. Document any extension or negotiated change. Review repairs, permits, credits, lender limits and termination rights under the signed agreement.

Ask before responding: What is actually wrong? What does the contract require? What solution addresses the buyer’s concern and the client’s goals?

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General education only; not legal or environmental advice. Consult your attorney and qualified professionals. Companion sources: EPA Home Buyer’s and Seller’s Guide to Radon; CDC Mold, Testing, and Remediation.