

## **A Home Inspector's guide to keeping out of the defendant's chair**

### **How to Avoid Being Sued**

The top ten best practices that home inspectors can use to prevent being the target of a lawsuit and to put them in the best possible position to defend themselves if a lawsuit is filed.

Courtesy of InspectionWise ([www.inspectionwise.com](http://www.inspectionwise.com))

*Software for the professional home inspector*

We talk to thousands of home inspectors and their number one concern is being sued. Let's face it; even a perfect inspector could be sued. It makes sense to do all you can to protect yourself against a lawsuit.

To help the community of inspectors, we interviewed attorneys that have worked with home inspectors. We asked them what we can do to help you keep from being sued in the first place and, if you are sued, to put yourself in the best possible position to defend yourself.

We combined their responses in a list of best practices – the very best things you can do to avoid lawsuits. We hope these will be helpful to you.

These tips apply to everyone – whether you use InspectionWise software or not. Some other inspection software programs might happen to support one or more of these tips. InspectionWise on the other hand is specifically designed to help you protect yourself using these best practices as defined by our legal consultants.

#### **Consistent wording**

If you report a problem on Monday and see the same problem on Tuesday, use the same wording. Experts agree that this is the number one thing that home inspectors can do to protect themselves and is the easiest. InspectionWise allows you to pick your findings from a list of standard findings grouped by trade. They will always be identically worded if you choose from the list.

#### **Pictures!**

Digital photographs are the best proof of any condition. The attorneys tell us that the more pictures you can include in your report, the more protected you are. There are no limits to the number of photographs that you can include in a report with InspectionWise. And there is virtually no limit to the flexibility of how you include those. If you can imagine a way you want your pictures included, we can make it happen with InspectionWise.

#### **Signed agreement**

You should get your customer's dated signature on an agreement that is included with the report. Your customer should agree that any lawsuit amount will be limited to the cost of the inspection. We have sample agreements that we'll be glad to give you, which you can customize for your business. InspectionWise allows you to include a standard agreement with every report that includes a blank for your customer to sign and date.

#### **Discuss the report**

The experts tell us that most lawsuits arise from surprises. If you can clearly communicate the facts to your customer, they are less likely to take any legal action. InspectionWise on the handheld has a mode specifically designed for you to take your customer room-by-room showing him all of your findings.

#### **Details, details, details!**

The attorneys we talked to say they wanted to see more details – make and model of

appliances, precise findings spelled out, and so on. But this is counter to what the realtor is going to want to see. You'll have to balance these. There is no practical limit to the length of comments in InspectionWise.

### **Give your opinion**

Don't tell the customer how things are. Tell them how you observe them to be. If you state that something works and it actually had concealed damage, the courts may rule that you were wrong. You can avoid some liability by saying the equivalent of "In my opinion, XYZ appears to be functioning as intended at the time of the inspection." You're not indicating that it appears to work as far as you can see. These types of comments can be standardized in InspectionWise so that you always use proper wording.

### **Set expectations**

Tell the user up front and in writing in the report what you do inspect and what you don't inspect. If you make it clear in your report that you don't inspect for mold for instance, it is less likely you'll be held responsible if mold develops. InspectionWise allows you to spell out your exact standards of practice under each section of the report if you choose. This will help to eliminate misunderstandings.

### **Quote the S.O.P.**

The experts tell us that you should word your report findings so that they reflect your governing body's standards. For example, if you are a code inspector you should quote the code. If your standards require that you "report as in need of repair electrical subpanels that do not have knockouts filled" then your comment should say something like "Electrical subpanel does not have knockouts filled." InspectionWise allows you to set those things once and choose them from a list with merely a tap.

### **Report what you can't report**

If you are unable to inspect something, explain what you did not inspect and then explain why you didn't inspect it. If you couldn't inspect the north side of a house because the occupant had junk piled there, you should report that. If you don't, the courts will have to assume that you missed a finding. These types of things are standard findings in InspectionWise. One click adds them in the report.

### **Save old reports**

If you're called to defend yourself and you don't even have a copy of your own report you won't be able to prove that your customer has altered the report. You should save old reports at least until the statute of limitations expires. Papers can stack up very quickly. But InspectionWise allows you to save your entire report electronically and call it up at any time using the easy search functions.

### **Conclusion**

As far as we know, no user of InspectionWise has ever been successfully sued. We like to think that it is because the InspectionWise software supports 100% of the best practices for avoiding lawsuits. We cannot guarantee that you will not get sued, but if you use InspectionWise according to the principles outlined above, you will greatly diminish the risk of litigation.