

Home Buyers' Guide



Buying a home?

Buying a home is a big deal. It may be the most expensive thing you buy, and it's a complicated legal process.

This guide for property buyers lists four things we recommend you do before you purchase a property. You'll also find information about working with real estate salespeople.

4 important things to do before buying a property:

1. Do your own research about the property

The real estate salesperson represents the seller. He or she will tell you a lot about the property and will answer your questions, but you should do your own research as well. For example, we recommend you get a title search, a Land Information Memorandum (LIM) and a property and/or engineer's report.

2. Get legal advice

Buying property is expensive, and it can cost even more if something goes wrong. That's why it's important to get legal advice before you sign anything.

3. Understand the sale process and method of sale

There are several methods of buying and selling property, for example, tender or auction. It's important to understand the process for the property you are buying. Practices can vary between agencies so make sure you confirm details with them.

4. Read the sale and purchase agreement and understand what it means for you

The sale and purchase agreement is legally binding so it's important to read it carefully and get legal advice before you sign. You can negotiate the terms and conditions of an agreement, but once you sign it, there's no going back.

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Do your own research about the property

It's important to find out as much as you can about the property before you commit to buying it.

The real estate salesperson represents the seller. He or she will tell you a lot about the property and will answer any questions, but you should do your own research too.

TIP: Researching a property takes time and costs money, but it's an investment that could save you a lot of time, money and headaches later.

Important things to know about a property before you buy

We recommend you get these key reports before placing a non-conditional offer on a property.

Title search

A title search gives you all the records about the property that are held by Land Information New Zealand (LINZ). It shows the legal owner of the property, the legal description and any rights and restrictions against the property title – such as a mortgage or access across the property (easements).

The real estate salesperson who listed the property should have a copy of the title search. If they notice any restrictions that may affect you as the buyer, they must pass this information on to you. If there are any issues raised, you can then get your own advice about any potential impacts.

How to get a title search

The real estate salesperson may give you a copy of the title search, or your lawyer can get a title search for you. You can also do your own title search through LINZ. We recommend that you ask your lawyer to check the title before you place an offer on a property.

Read more about titles and how to get a title search at [LINZ.govt.nz](https://www.linz.govt.nz).

BUYER BEWARE:

A title search is only current on the day it is obtained. If you are given a title search, for example, by the real estate salesperson, check the date. Be aware that it won't show interests registered after that date.

Land Information Memorandum (LIM)

The LIM is a comprehensive report provided by the local council about all the important current and historical information the council knows about the property. It's important to get a LIM because it provides you with information you need to know, including:

- potential erosion, subsidence or slippage, flooding of any type and possible presence of hazardous substances
- information on private and public stormwater and sewerage drains
- rates information
- any consents, notices, orders or requisitions affecting the land or buildings
- District Plan and other classifications relating to the land or buildings
- any other classifications on the land or buildings notified to the council by network utility operators in relation to the Building Act 2004.

How to get a LIM

Your lawyer can get a LIM for you or you can apply to the property's local council for a LIM. Sometimes a seller will provide a LIM for buyers. We recommend that you ask your lawyer to check the LIM before you place an offer on a property.

Find the local council at localcouncils.govt.nz.

TIP: A LIM may not show every piece of information the Council has on the property. You can ask the local Council for access to look through the physical property file they hold.

BUYER BEWARE:

- ▶ As with title searches, it is important to check how up to date a LIM is if it is provided to you, for example, by the real estate salesperson.
- ▶ You may not be able to rely on the LIM in court proceedings if you (or your lawyer acting for you) did not obtain it yourself.

TIP: You can ask the local Council for access to look through the physical property file they hold instead of applying for a LIM. But please discuss this option with your lawyer. This is not our recommended option.

Property inspection report

A qualified property inspector will tell you about the condition of the property.

It's a good idea to select a property inspector and/or engineer at an early stage of your home-buying process so you are ready to arrange an inspection when you find a property you want to buy.

We recommend you choose a property inspector who has professional indemnity insurance and carries out their work in accordance with the New Zealand Property Inspection Standards. This means they adhere to the Standards New Zealand requirements for residential property inspections.

Property inspectors are listed by the New Zealand Institute of Building Surveyors and Building Officials Institute of New Zealand.

Find a property inspector

Find a property inspector at buildingsurveyors.co.nz or boinz.org.nz.

Depending on the property, you may also want to hire other specialist advisors such as an engineer to help you decide whether you want to buy the property and how much you are willing to pay for it.

Find an engineer

Find an engineer at ipenz.nz.

BUYER BEWARE:

An experienced builder can check a property for you but there are risks with this approach. We recommend that buyers invest in a written report by a property inspector who has professional indemnity insurance and carries out their work in accordance with the New Zealand Property Inspection Standards.

Valuation report

Your financial lender may ask you to provide a valuation report for the property.

Find a property valuer

Find a registered property valuer at property.org.nz.

TIP: There are a number of websites that provide free property data. The data is based on local sales and Council data and is not as comprehensive as a valuer's report. A valuer will visit a property and will take unique factors and condition into account.

Get legal advice

Buying property is expensive, and it can cost even more if something goes wrong. That's why it's important to get your own legal advice before you sign anything.

We recommend you engage a lawyer to help you through the buying process. Choose a lawyer before you set out to buy a property – buying can be a fast-moving process.

Sale and purchase agreements are legally binding documents, and you should consult your lawyer before signing them.

How to find a property lawyer

- Get recommendations from friends, family or work colleagues.
- Contact the local branch of the New Zealand Law Society.
- Find a lawyer at propertylawyers.org.nz.

TIP: The New Zealand Law Society has an excellent [fact sheet](#) about buying and selling property.

Understand the sale process and method of sale

There are several methods of buying and selling property in New Zealand:

- Buying at an advertised price
- Buying by tender
- Buying by deadline sale
- Buying at auction

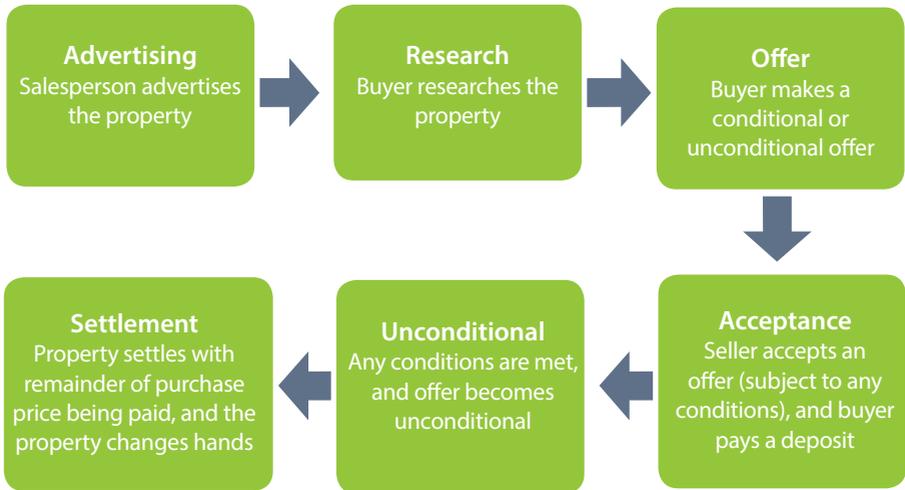
It's important to understand the process for the property you are buying.

Practices vary from salesperson to salesperson and from sale to sale. Make sure you confirm the details with the salesperson and get legal advice before you sign anything.

Whatever the process, it's important to do your research about the property by getting a title search, a Land Information Memorandum (LIM) report and having the property inspected by a property inspector and/or engineer before you place a non-conditional offer.

Buying at an advertised price

The buyer can make an offer at any time when a property is being sold at an advertised price with no time limit.



Advertising

A property's price may be listed in several ways (for example, price guide, buyer enquiry over (BEO) or buyer budget over (BBO)) to indicate the lowest price the seller hopes to sell the property for.

Research

We recommend you get a title search, LIM and property inspection report before you make an offer. Your lawyer should check these for you.

Read more about [the important things to know before you buy](#).

Offer

The salesperson may draw up your offer in a sale and purchase agreement, which you will sign. We recommend you ask your lawyer to review the sale and purchase agreement before you sign it. Alternatively, you can ask your lawyer to draft the offer.

Read more about [sales and purchase agreements here](#).

Presenting an offer to the seller

The salesperson will present your offer to the seller to consider the amount offered and any conditions attached. It is entirely the seller's decision whether to accept your offer or not. The property remains available for sale and is open to other buyers during this process. The seller may receive more than one offer to consider.

Conditional offers

It is common for a buyer to make a conditional offer, which means the offer is subject to a number of conditions being met. For example, the offer may be subject to:

- the buyer selling a property
- a property and/or engineer's inspection report
- a lender's valuation of the property
- a LIM
- finance.

The seller may also attach conditions. Your lawyer can advise on these.

Both buyer and seller can negotiate the terms in a sale and purchase agreement

If the offer or conditions are not acceptable to the buyer or the seller, the salesperson can negotiate between them on price and/or conditions with the aim of reaching a mutual agreement.

Changing the sale and purchase agreement

The price and conditions in the sale and purchase agreement may be changed during the negotiation process. The salesperson will ask the buyer and seller to initial any changes (amendments) to show they agree with them. Read any changes first, and make sure you understand and agree with them before initialling. Your lawyer can advise you during this process and should check the agreement before you sign it.

Deposit

The buyer is asked to provide a deposit. This is usually 5–10% of the purchase price but can be negotiated. Details of a deposit are set out in the sales and purchase agreement.

Acceptance

The buyer and seller are in contract when the price and conditions have been agreed and both have signed the sale and purchase agreement. All contact between the buyer and the seller continues to be through the salesperson.

Unconditional

After the sale and purchase agreement is signed, the process of working through any conditions begins. When all conditions have been met, the contract becomes unconditional.

Settlement

The settlement date will be stated in the sale and purchase agreement. This is the date when the buyer pays the rest of the amount agreed for the property, usually through their lawyer. It is usually also the date when the buyer takes possession of the property.

Buying by tender

When a property is being sold by tender, prospective buyers make confidential written offers to the salesperson before a deadline. Buyers prepare their best offer for the seller to consider.

There will be a closing date and time for all tenders to be presented, usually to the real estate agency offices.

A buyer will not know what other buyers are offering in advance of the tender.



Advertising

There is usually no reserve price, but a property may be marketed with a buyer budget over (BBO) or buyer enquiry over (BEO) or a pricing guide. You may make an offer below this guide price if you wish. Sellers aren't obligated to accept any of the offers.

Buying or selling a property before the tender date

A property may also be advertised as "for sale by tender (unless sold prior)", which means it can be sold before the tender date. The marketing material and tender documents must make it clear that this is the case.

This gives you the option to make an offer before the tender date, or you can register your interest with the salesperson and ask them to inform you if someone else makes an offer before the tender date.

Research

We recommend you get a title search, LIM and property inspection report before you make an offer. Your lawyer should check these for you.

Read more about [the important things to know before you buy](#).

Offer

If you want to present a tender, you need to ask for a copy of the tender documents from the salesperson. These will include a sale and purchase agreement. Be sure to read them carefully.

The salesperson may draw up your offer in a sale and purchase agreement, which you will sign. We recommend you ask your lawyer to review the sale and purchase agreement before you sign it. Alternatively, you can ask your lawyer to draft the offer.

Read more about sales and purchase agreements [here](#).

Conditional offers

It is common for a buyer to make a conditional offer, which means the offer is subject to a number of conditions being met. For example, the offer may be subject to:

- the buyer selling a property
- a property and/or engineer's inspection report
- a lender's valuation of the property
- a LIM
- finance.

The seller may also attach conditions. Your lawyer can advise on these.

Both buyer and seller can negotiate the terms in a sale and purchase agreement

If the offer or conditions are not acceptable to the buyer or the seller, the salesperson can negotiate between them on price and/or conditions with the aim of reaching a mutual agreement.

Changing the sale and purchase agreement

The price and conditions in the sale and purchase agreement may be changed during the negotiation process. The salesperson will ask the buyer and seller to initial any changes (amendments) to show they agree with them. Read any changes first, and make sure you understand and agree with them before initialling. Your lawyer can advise you during this process and should check the agreement before you sign it.

Deposit

Each buyer (known as a "tenderer") is asked to provide a deposit. This is usually 5–10% of the purchase price but can be negotiated. This will be returned if their tender is not successful.

Seller chooses between offers

After the tender deadline, the salesperson will give all the tender offers to the seller. Offers may have conditions. The seller will consider the offers and decide which, if any, they wish to accept. Sellers have five working days to accept a tender, but a buyer may find out earlier whether their tender has been successful.

When a tender is rejected

If none of the tenders reflect the price the seller is willing to accept or conditions are unacceptable to them, they can reject all tenders. If a tender has been rejected, the buyer is under no legal obligation and is free to look at other properties. Make sure you ask for your tender offer to be returned to you.

Negotiating with unsuccessful buyers

The seller may negotiate with a buyer who presents a tender, through the salesperson, to try and reach an agreement. It is up to the buyer whether they wish to do this.

Acceptance

The buyer and seller are in contract when the price and conditions have been agreed and both have signed the sale and purchase agreement. All contact between the buyer and the seller continues to be through the salesperson.

Unconditional

After the sale and purchase agreement is signed, the process of working through any conditions towards settlement now begins. When all conditions have been met, the contract becomes unconditional.

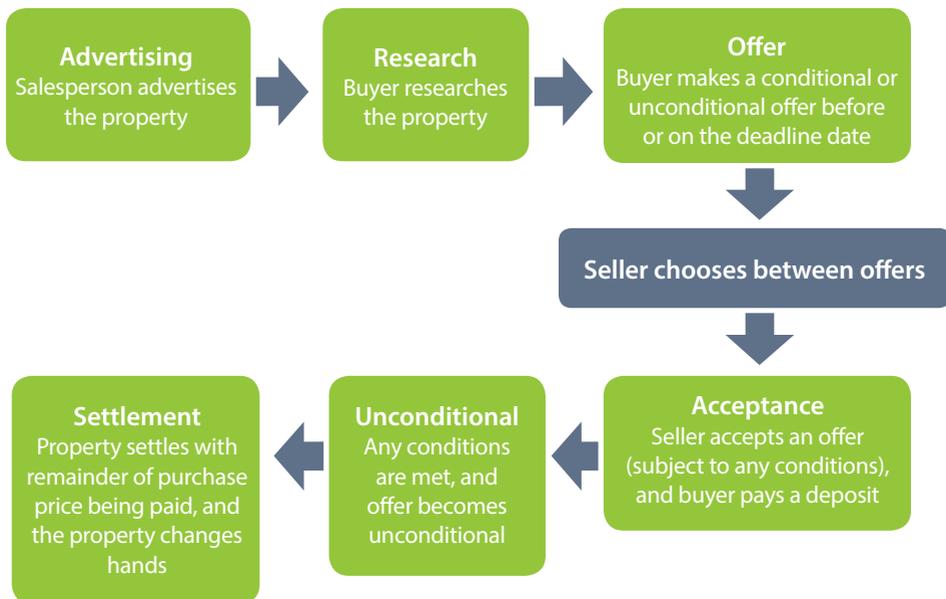
Settlement

The settlement date will be stated in the sale and purchase agreement. This is the date when the buyer pays the rest of the amount agreed for the property, usually through their lawyer. It is usually also the date when the buyer takes possession of the property.

Buying by deadline sale

In a deadline sale, a property is marketed for a set period with an advertised end date.

The seller is not obliged to accept any offers and can choose to accept an offer at any point during the listing period. As with a tender process, deadline sales do not require a property to have an advertised price.



Advertising

There is usually no reserve price, but a property may be marketed with a buyer budget over (BBO) or buyer enquiry over (BEO) or a pricing guide. You may make an offer below this guide price if you wish. Sellers aren't obligated to accept any of the offers.

Buying or selling a property before the deadline sale date

A property may also be advertised as "for sale by deadline sale (unless sold prior)", which means it can be sold before the deadline date. The marketing material and documents must make it clear that this is the case.

This gives you the option to make an offer before the deadline date, or you can register your interest with the salesperson and ask them to inform you if someone else makes an offer before the deadline date.

Research

We recommend you get a title search, LIM and property inspection report before you make an offer. Your lawyer should check these for you.

Read more about [the important things to know before you buy](#).

Offer

You can make an offer at any point up to the end date. Offers are made on a standard sale and purchase agreement. Because vendors can choose to accept an offer at any point, it's important to register your interest with the salesperson.

The seller can either wait until the end date has been reached and consider all the offers together before making a decision, or they can accept an offer at any point during the listing period.

How is it different from a tender process?

Sellers have more flexibility in a deadline sale than in a tender process because they can choose to accept what they want, when they want. Offers are made on standard sale and purchase agreements rather than on specific tender documents. Buyers are able to include whatever terms they wish on their offer.

Seller chooses between offers

The seller is not bound to accept the highest offer. They reserve the right to accept any or none of the offers and may start negotiations with anyone who submit offers.

Acceptance

The buyer and seller are in contract when the price and conditions have been agreed and both have signed the sale and purchase agreement. All contact between the buyer and the seller continues to be through the salesperson.

Unconditional

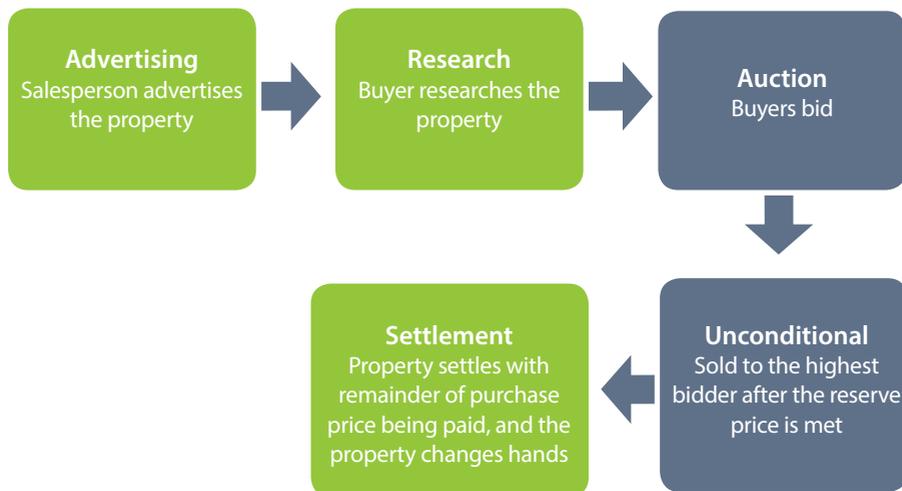
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Settlement

The settlement date will be stated in the sale and purchase agreement. This is the date when the buyer pays the rest of the amount agreed for the property, usually through their lawyer. It is usually also the date when the buyer takes possession of the property.

Buying by auction

An auction is an open process where buyers bid against one another to purchase a property.



Advertising

A property's price may be listed in several ways (for example, price guide, buyer enquiry over (BEO) or buyer budget over (BBO)) to indicate the lowest price the seller hopes to sell the property for.

Research

We recommend you get a title search, LIM and property inspection report before the auction. Your lawyer should check these for you.

You will also need to arrange any finance before the auction.

Read more about [the important things to know before you buy](#).

If you haven't attended an auction before

Auctions are often fast-moving events. A buyer will need to register to take part in the auction. Ask the salesperson who is marketing the property to explain the process.

TIP: It's a good idea to attend and observe another property auction before you take part in the auction for a property you want to buy.

Auction

The auctioneer works for the seller to get the highest bid possible. Bidding usually starts below the reserve price. If bids reach or exceed the reserve price, the highest bidder will win the auction and be immediately legally committed to buy the property.

Reserve price

The seller will establish a reserve price (the lowest price they are willing to accept for the property) with the salesperson before the auction. The reserve price is confidential to the seller.

Pre-auction offers

The property can be sold before the auction if the auction terms and conditions allow it.

When the seller accepts a pre-auction offer, the auction may be held sooner than the advertised date and the pre-auction offer becomes the first bid at the auction. If the seller accepts a pre-auction offer, it does not necessarily mean the auction will be cancelled.

It's important to check the auction terms and conditions and carefully read any pre-auction offer documentation you are given. Potential buyers can register their interest with the agent and ask to be informed if an offer is made.

Vendor bidding

Sometimes the terms and conditions of the auction will state that vendor bidding may take place at the auction. Vendor bidding is when the vendor or their representative (usually the auctioneer) bids on the property. This can be used to start the bidding and to raise the bidding to get the bids closer to the reserve price. You must be told if vendor bidding is allowed at the auction. Vendor bids are only allowed when:

- the property has a reserve price
- the reserve price has not been reached
- the bid is clearly identified by the auctioneer as a vendor bid.

The auctioneer must clearly state that a vendor bid is about to be made and must not use confusing terms like "the bid is with me".

If bidding does not reach the reserve

If bidding does not reach the reserve price, the auctioneer may pause the auction and ask the seller for further instructions.

Auction jargon

If the bidding has stopped close to the reserve price and the seller agrees to accept the last bid, the auctioneer may say the property is now "on the market". This means the reserve price no longer applies.

The last bidder before the auction was paused will be held to their bid, and the auctioneer will continue from that point. The auctioneer will accept the highest bid that is made when the auction resumes, even if the reserve price is not reached. The highest bidder will then be committed to purchasing the property.

Alternatively, the auctioneer may say the property is being “passed in”, which means the auction is being concluded without the property being sold as the reserve price has not been reached.

Negotiating after the auction

If you were the highest bidder at the auction but the reserve price was not reached, the seller may approach you after the auction to negotiate a sale.

Unconditional

Auction sales and purchases are unconditional. A buyer cannot attach conditions to an auction purchase. When the bid has been accepted and the auctioneer’s hammer has fallen, the sale is unconditional. The successful bidder should be prepared to pay a deposit on the day of the auction.

Settlement

The settlement date will be stated in the sale and purchase agreement. This is the date when the buyer pays the rest of the amount agreed for the property, usually through their lawyer. It is usually also the date when the buyer takes possession of the property.

Read the sale and purchase agreement and understand what it can mean for you

The sale and purchase agreement is legally binding, so it's important to read it carefully and get legal advice before you sign anything. You can negotiate the terms and conditions of an agreement, but once you sign it, there's no going back.

We publish a [sale and purchase agreement guide](#). The salesperson must give you a copy of the guide before you sign a sale and purchase agreement. We recommend reading the guide early in the buying process.

What is included in the sale and purchase agreement?

The sale and purchase agreement sets out all the agreed terms and conditions. These include:

- the price
- chattels (for example, fixed floor coverings, whiteware or curtains) included in the sale
- the type of title (for example, freehold or leasehold)
- any conditions the buyer or seller wants fulfilled before the contract is agreed
- the date the agreement will become unconditional
- the settlement date
- any deposit the buyer must pay.

Clauses included in the agreement

The agreement will also include clauses that set out obligations and conditions that the buyer and/or seller must abide by. These may include what access the buyer can have to inspect the property before settlement and ensuring the property remains insured until the settlement date.

Default by buyer or seller

Clauses are also likely to cover what happens if the buyer or seller defaults. This covers compensation costs that must be paid by the buyer or seller if either defaults on the terms of the agreement, for example, by delaying settlement. Your lawyer can explain these clauses to you.

You cannot change your mind after you have signed the agreement

In general, when you have signed the agreement and the conditions set out in the agreement have been met, you have to go ahead with the purchase of the property.

Buyer's deposit

When the buyer and seller have signed the sale and purchase agreement, the offer is accepted. The buyer must pay a deposit – usually 5–10 % of the purchase price. The deposit details will be set out in the sales and purchase agreement.

The buyer can negotiate when the deposit is paid, for example, when the (conditional) offer is accepted or when the agreement becomes unconditional.

TIP: Remember you can negotiate the terms and conditions of an agreement, but once you sign it, there's no going back.

Working with the real estate salesperson

The salesperson always works for the seller

The salesperson works for the seller and is paid by the seller when the property sells.

You can choose which salesperson to deal with from the agency

As a buyer, you do not have to deal with the salesperson a property is listed with. You can approach another salesperson with the agency that is marketing the property and ask them to show you the property. It's important to remember that any salesperson who works for the listing agency is also working for the seller.

Find out about the salesperson

Check that any salesperson you are dealing with is licensed, even if it is someone you know or who has been recommended by a friend. It is illegal to carry out real estate agency work without a licence. If you deal with an unlicensed person, we will not be able to do anything about it if things go wrong.

Contact details for all licensed real estate salespeople are on our public register at reaa.govt.nz.

The public register also shows if a salesperson has had any complaints upheld against them.

Ask the salesperson about the property

You should ask the salesperson questions about anything you want to know about the property. Licensed salespeople are bound by the Code of Professional Conduct and Client Care and have to deal fairly and honestly with all parties. They are not allowed to withhold any information they know about a property and they must tell you if they think there might be something wrong with the property that you should check out. The salesperson can't make statements about the property they can't back up with evidence.

You can find the Code of Professional Conduct and Client Care at reaa.govt.nz.

Don't rely only on the salesperson for advice or assistance

However friendly and helpful the salesperson is, they are representing the seller. The salesperson must not mislead buyers, but you should not rely only on the salesperson for advice or assistance.

Read about other places to get advice and assistance [here](#).

Conflict of interest

The salesperson must tell you in writing if they are selling a property or business in which they or someone connected to them has a financial interest.

Using a buyer's agent

Sometimes a buyer – for example, someone living overseas – will use a buyer's agent to source properties and oversee the purchase process. Buyer's agents must be licensed.

A buyer's agent is engaged and paid by the buyer. If you decide to use a buyer's agent, you should ask in advance about cost, what services are provided as part of the cost and whether any additional expenses may be charged.

Find our information sheet [about buyer's agents](#).

Glossary

Advertised price	Selling at an advertised price means that a property is marketed with an asking price – the amount the seller wants to be paid for it.
Agent or real estate agent	A general term that refers to an agent, branch manager or salesperson (these are different types of real estate licences).
Auction	An auction is a sale method in which buyers publicly bid until the highest price is reached.
BBO (buyer budget over)	An indication of the minimum price that the seller will sell the property for.
BEO (buyer enquiry over)	An indication of the minimum price that the seller will sell the property for.
Builders report or property inspection	An inspection by a qualified property inspector who can check the property for defects and maintenance issues.
Code of Professional Conduct and Client Care	The Real Estate Agents Authority maintains this Code of Conduct, which sets out the minimum standards of professional competence and conduct salespeople must follow.
Conditional offer	An offer to buy a property subject to stated conditions being met.
Conditional sale	Where a buyer and seller have agreed to buy and sell a property subject to stated conditions being met.
Freehold (or fee simple)	Freehold title gives the owner full ownership of the land.
GV (government valuation)	The official estimation of a property's worth on the market at the time it was valued, under the Rating Valuations Act 1998. A GV is now called an RV (rateable value).
LIM (Land Information Memorandum)	This provides prospective buyers with important current and historical information the local council knows about the property and land.
Leasehold	Leasehold title does not give the owner full ownership of the land. It is only leased, and the owner will only own what is on the land.

On the market	At an auction, a property is “on the market” if the highest bid will now be successful and any reserve no longer applies.
Passed in	At an auction, a property is “passed in” if the auction is closed without the property being sold.
Reserve	At an auction, a “reserve” is the lowest price the seller is willing to sell the property for.
RV (rateable value)	The official estimation of a property’s worth on the market at the time it was valued, under the Rating Valuations Act 1998. An RV used to be called a GV (government valuation).
Sale and purchase agreement	A legally binding contract between the seller and buyer for the sale and purchase of a property. A sale and purchase agreement provides certainty to both the buyer and seller, and it sets out in writing all the agreed terms and conditions.
Settlement	Settlement is when the sale and purchase of a property is completed with exchange of property and payment.
Tender	A tender is a sale method where prospective buyers submit confidential written offers by a certain deadline.
Title search	A title search gives you all the records about the property that are held by Land Information New Zealand (LINZ). A lawyer can check who the legal owner of the property is and that no one else has any claim over it.
Unconditional agreement	Where a buyer and seller have agreed to buy and sell a property without any conditions. A conditional sale becomes unconditional once all conditions are met.
Unconditional offer	When the buyer offers to buy a property without any conditions.
Valuation report	An estimate of a property’s worth on the current market. A buyer’s bank or lender may request this.

About the Real Estate Agents Authority (REAA)

We're independent, and we're here to help buyers and sellers

The Real Estate Agents Authority (REAA) is an independent government agency. We inform, guide and protect people who are buying and selling property, and we advise, educate and regulate real estate licensees.

Find more information at reaa.govt.nz

We publish information about working with real estate salespeople and the sale and purchase process. Our guides are available in a number of languages at reaa.govt.nz.

Find out about a salesperson

We have an online public register of licensed real estate salespeople that includes information on any complaints upheld against them. The public register is available at reaa.govt.nz.

Complaints

Contact us if you have an issue with a real estate salesperson. We are responsible for dealing with complaints – we run an independent, fair and open complaints process.

Contact REAA

Email: info@reaa.govt.nz

Mail:

PO Box 25371 Featherston Street
Wellington 6146
New Zealand



DISCLAIMER

This booklet is an introductory guide. Buying property is a complex and sometimes fast-moving legal process. Every transaction is different, and we recommend you get legal advice.

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