

The buyer's inspection, from the seller's side: a Minnesota checklist

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Last checked 2026-10-02. Every legal statement names its source.

In short

- Nearly every home inspection finds something. The goal is no surprises, not a perfect report.
- Before you list, review your repair history, fix the small obvious items, and gather your paperwork.
- Fill out the seller's disclosure completely and specifically. Minnesota requires you to disclose what you are aware of before the purchase agreement is signed, and to tell the buyer in writing before closing if you learn it was inaccurate.
- A city point-of-sale inspection and the buyer's home inspection are separate. One does not replace the other.
- The purchase agreement sets the inspection and response deadlines. Put them on a calendar the day you sign.
- When repair requests arrive, get quotes, sort by what matters, and answer in writing on time.
- In winter, outdoor repairs that cannot be done before closing are sometimes handled with an escrow holdback, if the buyer's lender allows it.

This is general information, not legal advice. Minnesota legal statements below name the source they came from. For questions about your own disclosure, talk to a Minnesota real estate attorney.

What does the buyer's home inspection look at?

A home inspection looks at the visible, accessible condition of the house on the day of the inspection: structure, roof, water, and the major systems.

It is not a code compliance review and it is not a warranty. Inspectors generally do not open walls or move your belongings. A report often lists many items, and much of what it lists is maintenance rather than defects.

Buyers tend to focus on a short list:

- safety hazards, such as a gas leak or exposed wiring;
- active water: leaks, wet basements, drainage toward the house;
- signs of structural movement;
- major systems near the end of their life: roof, furnace, air conditioning, water heater;
- the sewer line, if the buyer orders a camera inspection.

How is a city point-of-sale inspection different from the buyer's inspection?

A city point-of-sale inspection is required by some cities and arranged by the seller; the buyer's home inspection is chosen and arranged by the buyer.

	City point-of-sale inspection	Buyer's home inspection
Who requires it	Some cities, by ordinance	No one; the buyer chooses it
Who orders it	The seller	The buyer
What it checks	Whatever that city's ordinance covers: housing standards in some cities, sewer connections in others	Overall condition, as the inspector sees it
When	Set by each city's ordinance	During the inspection period in the purchase agreement

Which cities require what, with sources, is in what to sort out before you list

(michaelaffeldthomes.com/guides/before-you-sell-twin-cities/#point-of-sale) and in each city guide (michaelaffeldthomes.com/guides/). A passed city inspection tells a buyer nothing about the roof's age, and a clean home inspection does not satisfy a city requirement.

What should you do before you list?

Find what a buyer's inspector is likely to find, and decide what to do about it while you still control the timing.

- **Review your own repair history.** Write down what has been repaired, when, and by whom.

- **Consider a pre-listing inspection.** It costs money up front. In exchange you learn about problems on your schedule and can get quotes before a buyer is waiting for an answer. Keep in mind that what it tells you becomes part of what you know, and what you know can fall under your disclosure duty.
- **Fix small, obvious items.** Dripping faucets, a missing or dead smoke alarm, loose railings, burned-out bulbs. Small items left undone make a report longer than the house deserves.
- **Gather documents.** Receipts and warranties for major work, permits, any radon test results and mitigation details, well and septic records, and any sewer line video.
- **Check the permit history.** If an addition or finished basement was done without a closed permit, find out now. The city's permit records will show what is on file.

What has to go in the seller's disclosure?

The seller's disclosure covers the material facts you are aware of that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property, or any intended use of it you are aware of. It is made in writing before the purchase agreement is signed.

Source: Minn. Stat. 513.55, subd. 1, <https://www.revisor.mn.gov/statutes/cite/513.55> · checked 2026-10-02

- **Base it on what you know, and be specific.** For example, a sample entry might read: "Water in the northeast basement corner in spring 2019; gutters extended and yard regraded in 2020; dry since." Write it only if every word of it is true for your home. A specific entry helps a buyer more than "no issues" or "minor water once".
- **Correct it if you learn it was wrong.** If you learn that your disclosure was inaccurate, you must notify the buyer in writing as soon as reasonably possible, and in any event before closing.

Source: Minn. Stat. 513.58, subd. 1, <https://www.revisor.mn.gov/statutes/cite/513.58> · checked 2026-10-02

- **Some facts are not required.** The statute lists certain facts a seller does not have to disclose.
- **A written report covers only what it says.** Information in a written report by a qualified third party, such as an inspector or a government agency, that is given to the buyer does not have to be disclosed again. If you have a copy of the report, you must still disclose material facts you know of that contradict it.

Source: Minn. Stat. 513.56, subd. 3, <https://www.revisor.mn.gov/statutes/cite/513.56> · checked 2026-10-02

- **A failure to disclose has consequences.** A seller who fails to make a required disclosure and was aware of the material facts can be liable to the buyer for damages and other equitable relief. A claim under that section must be brought within two years after closing, and the statute does not rule out other claims, such as fraud or negligent misrepresentation.

Source: Minn. Stat. 513.57, <https://www.revisor.mn.gov/statutes/cite/513.57> · checked 2026-10-02

Radon is its own disclosure. Before the purchase agreement is signed you must disclose in writing what you know about radon in the home: whether it has been tested, the most current test records,

any known levels and any mitigation system, along with the statutory radon warning statement and the Minnesota Department of Health publication "Radon in Real Estate Transactions." Many buyers test for radon during their inspection, so have any past results ready.

Source: Minn. Stat. 144.496, <https://www.revisor.mn.gov/statutes/cite/144.496> · checked 2026-10-02

The other disclosures (wells, sewage including any septic system, methamphetamine production, storage tanks, the federal lead-based paint rules for homes built before 1978, and the resale certificate for homes in a common interest community) are listed, with sources, in what a Minnesota seller has to disclose (michaelaffeldthomes.com/guides/before-you-sell-twin-cities/#disclosures).

What should you do on inspection day?

Make every part of the house the inspector needs reachable, leave the utilities on, and plan to be away for the inspection.

- Clear access to the electrical panel, furnace, water heater, attic hatch, crawl space, sump pit and sewer cleanout.
- Leave the utilities on and any pilot lights lit.
- Take pets with you or secure them.
- Unlock gates, sheds and any locked areas the inspector needs to see.
- If the buyer is testing for radon, follow the tester's instructions, which usually include keeping windows and doors closed during the test.

What deadlines should you track once you accept an offer?

The deadlines that matter are the ones written into your purchase agreement, so read them the day you sign and put each one on a calendar.

- the end of the buyer's inspection period;
- the date the buyer must deliver any repair request or objection;
- the date you must respond, and what the agreement says happens if you do not;
- what the agreement says about cancelling during the inspection period and what happens to the earnest money;
- financing and appraisal deadlines, if the buyer is financing;
- the closing date and the possession date and time.

These are contract terms, not state law, and they differ from one agreement to the next. A missed date can change what either side is entitled to do. If a date is unclear, ask before it passes.

How should you respond to the buyer's repair requests?

Get real quotes, sort the requests by what matters, and answer in writing before your deadline.

- **Get quotes before you agree to anything.** A licensed contractor's written estimate replaces guesses on both sides.
- **Sort by what matters.** Safety hazards, active leaks, structural concerns and failing major systems deserve a serious answer. Routine maintenance items rarely justify a standoff.
- **Know your options.** You can agree to make a repair, offer a credit at closing, adjust the price, propose something different, or decline. The buyer's loan program may limit how large a credit can be, so confirm a credit with the buyer's side before you count on it.
- **Use licensed professionals for agreed work, and keep the receipts.** The buyer will usually ask for proof before closing.
- **Keep it businesslike.** A repair request is a negotiation, not a judgment of how you kept the house.

What if repairs cannot be done before a winter closing?

One common answer is an escrow holdback, where part of the seller's proceeds is held at closing until the work is done when the weather allows.

This is a practice agreed between buyer and seller, not a requirement of state law. It usually covers exterior work such as grading, concrete, painting or roofing. The written agreement should name the work, the deadline, the amount held and who releases the money. The amount held is often set above the estimate to cover a cost increase, but that is negotiated. If the buyer is financing, the lender has to agree, and loan programs differ on whether and how they allow a holdback, so raise it early and ask the buyer's lender.

Cities differ when city-required repairs cannot be finished before closing. Richfield, for example, publishes a Housing Cash Escrow Agreement for cases where the buyer takes on the required repairs.

Source: City of Richfield, Point of Sale Inspections,
https://www.richfieldmn.gov/departments/community_development/permits,_inspections___licenses/point_of_sale_inspections.php · checked 2026-10-02

Why check title and insurance questions early?

Title and insurance questions can both delay a closing, and both are easier to sort out with weeks of notice than with days.

- **Title.** Before you list, confirm everyone on the title is available to sign. Problems such as a prior mortgage that was paid off but never released of record, an old judgment, or an ex-spouse or relative still on the deed can take time to clear. Your title company can run a search early.
- **Insurance.** A buyer with a mortgage will usually need homeowner's insurance in place before closing, and an older roof or a history of claims can make that harder to arrange. Have the roof's age and any replacement paperwork ready.

What should you do before the final walkthrough?

Before the buyer's final walkthrough, make sure the home matches what the purchase agreement calls for: agreed repairs finished, included items left in place, and nothing damaged in the move.

Have the receipts for agreed repairs, the keys, garage door openers and manuals ready, and leave the home as clean as the agreement requires.

Want help preparing for an inspection?

If you are getting ready to list and want to talk through your disclosure paperwork and your likely inspection items, ask me what your home is worth, or call me.

Home value request: michaelaffeldthomes.com/#val · Call or text (612) 440-4673

I reply personally, usually the same day and always within one business day.

Related guides

- What to sort out before you list (michaelaffeldthomes.com/guides/before-you-sell-twin-cities/)
- How selling a home with me works (michaelaffeldthomes.com/guides/how-selling-with-me-works/)
- Buying before you sell in Minnesota (michaelaffeldthomes.com/guides/buy-before-you-sell-minnesota/)
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<https://www.michaelaffeldthomes.com/guides/seller-inspection-checklist/> · checked 2026-10-02