

Acceptable and Unacceptable Flaws in a House

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Question: Someone bought a house and, after living in it for a week, realized there was a draft that he hadn't noticed before. This problem bothered him a lot, and he called the seller and said that he would like to nullify the sale, claiming that the fact that he wasn't informed about the draft before he made the deal is a *mekach ta'os*. Is he correct?

Answer: When one buys a house, certain issues are clearly grounds for *mekach ta'os*. Examples of this would be structural damage, a termite problem, major plumbing issues, etc.

Then there are the minor issues that always come up. The question is at what point an imperfection reaches the level of being severe enough to be considered a *mekach ta'os*. The answer is that it depends on what is accepted in the industry. If the industry standard dictates that a house with such-and-such blemish is not the house the buyer signed on, that would make the deal a *mekach ta'os*. How can we define that criterion? We would have to look over the contract, hear exactly how the house was represented, and issue a ruling based on all the details. Obviously, each case is different and requires its own analyses.

When one sells produce – for example, he sells a bushel of apples – the Shulchan Aruch discusses what percentage can be bruised or wormy before it deems the entire sale a *mekach ta'os*. There is a certain amount of spoiled or rotten fruit that is considered acceptable, based on the industry standard. These standards will change based on the accepted practices of a particular society, time and place. The same would be true in real estate transactions. Everything would depend on the accepted practices in a specific culture and society.