

What are Fixtures in Real Estate?

A legal concept that perplexes many and often gives rise to disputes during the purchase or sale of any the house or property is the topic of fixtures. This is because what is perceived as fixtures by a buyer might not tally as what is considered fixtures by the seller. It creates plenty of confusion as well as contention during any real estate transaction and deal. For the deal to go successfully through, it is crucial that the buyer and the seller get on the same page on this topic and all negative disappointments, frustration or unpleasant surprises. Let's understand the topic in a better light.

What exactly is a fixture in context of real estate?

In layman terms, a fixture can be defined as those items that are permanently attached to the house and which the buyer gets along with the house. This includes items like ceiling fans, tube lights, chandeliers, built-in shelves, racks or even plants, flower pots, swing, etc. that may have been installed in the garden. What needs to be brought to light is the fact that nearly all these items can be uprooted and taken away from the house but are considered as part and parcel of the house and considered included in the house purchase.



Best way to deal with the issue of fixtures

The issue can actually be best addressed beforehand and by the real estate agent. The agent must always have a detailed conversation with the seller about this topic of fixture before putting up the house for sale. If the seller is attached to a certain specific item like a chandelier being considered as family heritage or certain racks, pots, etc. that have a deep sentimental value for him/her, then the seller should specifically mention it to the real estate agent and mark them as personal property. The agent would then remove the segregated items as personal while listing the house and specifically inform any potential buyer of those items not being included in the property sale.

Tips on identifying and determining the fixtures

Fixtures are normally those items that are seen as attached to the property and which should ideally go to the buyer. Like, you just cannot, but a house with doorknobs are missing. Items like refrigerator or washing machine are not considered a fixture while a dishwasher can likely be considered a fixture. The best way to deal with it is to remove that particular fixture and replace it appropriately so that the buyer sees exactly what he would be getting. In case you are just mentioning or have skipped mentioning it, let's understand how generally a fixture would be identified.





- **Method of attachment**

Here the item is scrutinized by the way it is attached to the property. For instance, if it is affixed to the wall, ceiling, etc. using various elements like wires, nails, screws, glue, etc. While each item can be easily removed, the method of attachment makes them a fixture. Lights, wall scones, shelving units, ceiling fans, etc. fall under the fixture category by this definition.

- **Adaptability**

Any item which has become an integral part of the house is a fixture. Floating laminate flooring, wall-to-wall-carpeting, built-in-electronics are items which fall under this category.

- **Intention of the party while installing the item**

If the seller had installed any item with the purpose of making it an integral and permanent part of the house, then that item is considered a fixture. For instance, a screwed-in mailbox or built-in bookshelves fall under this category.

Final Thoughts

Despite above guidelines, disputes surrounding fixtures are inevitable and can even land in court. Generally, the court tends to favor relationships like buyers have an advantage over sellers and tenants have an advantage over landlords. It can best be resolved by going detailed while listing and a clear mention of what is included and what is excluded in the property agreement paper. Explicit negotiation and setting of right expectations before the property deal gets signed between the buyer and the seller would eliminate significant disagreements and confusion during a property transaction. While the seller must be specific in details of item included and excluded in his offer letter, the buyer must do a walk-through of the property to ensure no nasty surprises ahead.

We hope you have found this information useful. Please feel free to contact us with the below information should you have any further questions or concerns.

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