

Attached & Unattached Goods

Attached goods are items you cannot remove from the property without causing damage or that are physically attached to the property via pipes, screws, bolts, or nails. Attached goods stay with the property unless there is a specific exclusion in the listing agreement or in a buyer's offer to purchase. These include:

- garburator
- water softener
- kitchen cabinets
- built-in appliances
- central vacuum system
- garage door opener

Unattached goods are movable items. Sellers usually take unattached goods from the property before the buyer takes possession. These include:

- wall art
- area rugs
- drapes hooked on curtain rods
- attachments for central vacuum system
- remotes for a garage door opener
- movable kitchen island

Attached goods are typically included with the property while unattached goods are not.

A good example of how attached/unattached goods can be confusing is a wall-mounted TV. The wall mount is attached to the property, and is an attached good, but the TV itself is only attached to the wall mount, and is an unattached good. In the absence of specific inclusions or exclusions indicated in the listing agreement or in a buyer's offer to purchase, attached goods are typically included in the property while unattached goods are not. If a buyer wants an unattached good included in the purchase of the property, such as the garage door opener or the attachments for the central vacuum system, they need to list it as an inclusion in their offer to purchase. As the seller, you would have to agree to such an inclusion as part of your acceptance of their offer. If you plan to take the unattached good, you need to put that in a counter offer to the buyer.

NOTE: In commercial transactions, everything other than the four walls is typically "unattached" (e.g. equipment, hoists) and should be specified in a Purchase Contract.

Issues at possession

If a buyer is worried about inclusions and exclusions as the possession date nears, they can ask their real estate professional to include a term in the offer to purchase where the seller agrees to let them do a walk-through of the property before possession. This would give the buyer an opportunity to see the condition of the property and ensure inclusions or exclusions meet the

terms of the agreed-upon contract. If they see a problem, they can negotiate a mutually satisfactory resolution before possession.

When there is a problem with attached or unattached goods after possession, and the seller does not cooperate, the buyer's only remedy is legal action. You need to think about the value of the missing goods in relation to the costs of legal action to decide if it's worth pursuing.

Your real estate professional will help you consider and write exclusions and inclusions when drafting agreements and offers to purchase. If you're ever in doubt about whether something is attached or unattached, include it in the agreement or contract anyways. When in doubt, write it out.