

## What is a Special Warranty Deed?

When it comes to [purchasing](#) property, especially property that has pre-existing structures included, there are a number of different types of deeds that may be tendered. A deed is primarily intended to legally confer ownership, but there are some types of deeds that go a step further. One of the types of deeds that may be offered is a special [warranty](#) deed. Here is some information about the nature of a special warranty deed, what the deed addresses, and why this type of warranty may be in the best interests of both the buyer and the [seller](#).

When you choose to buy a piece of property that includes a structure of some sort, there is the expectation that the structure is sound working order, unless specifically noted as part of the sale. In short, there are implied warranties on the quality of the property. As an example, when one buys a city lot with a [house](#) included, the expectation is that the structure, the [wiring](#), plumbing, roof, and foundation are all in good condition, unless the seller (or grantor) has specifically disclosed something that need to be fixed before the building can be occupied. The buyer (or grantee) usually receives some sort of [certification](#) that the essential elements of the home are in good working condition.

Unfortunately, there are situations in which a major problem with the structure becomes apparent after the sale has been completed. Often, the grantor does not know the issue at the time of the sale. However, depending on laws in some jurisdictions, the grantor may be liable for the cost of repairs, if the discovery is made within a given time after the sale. It does not matter if the problem was due to work done before the grantor ever owned the property or not.

What a special warranty deed accomplishes is to protect the grantor from being responsible for any work done to the property when it was in the control of a previous owner. As an example, the grantor purchases property from a previous owner, makes some improvements, and resells the property six months later. At the time the grantor purchased the property, the air conditioning system seemed to be working fine. Two months after the grantor resells the improved property, the air system fails. In this instance, the grantor cannot be held liable, since the system was still working at the time he or she sold the property and there was no indication that the system would fail any time soon.

When it comes to protecting a grantee, the special warranty deed allows the new owner to ask for documentation that would show whether the problem with the property originated due to something the grantor did to the property during the time he or she owned the property. This can save the grantee a great deal of [money](#), if it is possible to demonstrate that work done by the grantor caused the issue. In this scenario, the special warranty deed allows the new owner or grantee to have the grantor absorb the cost for fixing the problem.

The special warranty deed can help to eliminate a lot of confusion about who is responsible for what, making the sale and the conditions thereof much more specific. Should you wish to buy or purchase property, you may want to consider making sure that a special warranty deed is issued, so there is very clear understandings about warranties involved with the property.

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