

MA Home Inspection Law Effective October 15, 2025



This law enhances consumer protection by ensuring every buyer has the opportunity to understand a property's condition before purchase. While inspections are optional, the buyer's right to choose is now mandatory and unwaivable. Compliance is essential for all real estate professionals — violations may lead to serious legal and licensing consequences.



AT A GLANCE

- **Prospective Buyers** have an unwaivable right to conduct a home inspection. Before entering into a contract all parties must sign new disclosure about these rights.
- **Effective Date:** All purchase agreements entered on or after **October 15th, 2025**
- **Scope:** Residential dwellings, 1-4 unit multi-family buildings, and condominiums



KEY REQUIREMENTS

- **Mandatory Disclosure Form:** Before signing the first written purchase agreement, the listing agent must provide a state-issued disclosure form. <https://tinyurl.com/MRHID>
- **Signatures Required:** Both the seller and prospective buyer must sign.
- **MLS Upload:** Starting 10/15/2025, this disclosure is a required MLS upload for all new or changed listings in Massachusetts.
- **Non-Compliance:** Failure to comply = violation of M.G.L. c. 93A (Unfair/Deceptive Practice) + potential license law violation.



BUYER'S RIGHTS & RESPONSIBILITIES

- Buyers have **the right, not the obligation**, to conduct a home inspection by a licensed Massachusetts home inspector.
- Berkshire and MAR's updated purchase agreements preserve the ability of the buyer to **hire experts** as they see fit to inspect during the home inspection period.
- Buyers **cannot waive** or negotiate away this right prior to the purchase agreement.
- Buyers and their agents **cannot express intent to skip inspection** before signing.
- Buyer's **don't have to have an inspection**, they just have a RIGHT to one.



SELLER'S RESPONSIBILITIES

- Sellers **cannot accept an offer conditional** on waiving or limiting inspection rights
- Sellers must **provide reasonable timeframes** or repair thresholds
- Sellers **may sell properties AS-IS** — they are not required to make repairs, renegotiate or make adjustments based on inspection findings (but may).
- Sellers **must allow prospective buyers with time** to schedule, receive and review a home inspection.



Massachusetts Home Inspection Law, cont.



CONTRACT RULES

Purchase Agreements **CANNOT**:

- Contain provisions that render a home inspection meaningless
- Unreasonably limit scheduling or reviewing an inspection

Purchase Agreements **CAN**:

- Set a reasonable monetary threshold for repairs
- Limit deposit refund terms if buyer opts out based on inspection
- Include additional expert inspections (e.g. radon, pests, engineering, water, etc.)



INSPECTION SCOPE

Inspections may cover readily **accessible and observable** systems:

- Roof
- Exterior
- Structure
- Electrical
- Plumbing
- Heating & Cooling
- Interior conditions
- Insulation & Ventilation



Intrusive testing or sampling must be specifically added to the contract and agreed upon.



EXEMPTIONS

The **law does not apply** to transfers:

- At auction by a licensed auctioneer
- To relatives by blood, marriage or adoption (spouse, domestic partner, sibling, child, aunt, uncle, niece, nephew, parent, in-laws, grandparent, great-grandparent, grandchild, great-grandchild, half-sibling)
- To a former spouse pursuant to a judgment or order under M.G.L. c. 208
- For estate planning purposes
- Through foreclosure, deed-in-lieu of foreclosure or reconveyance to release a debt/lien, with restrictions (see law for more details)
- Of new construction, if:
 - Contract is signed before substantial completion, and
 - Seller provides a 1-year express written warranty

This is a courtesy summary. Refer to 760 CMR 74.00 for the exact provisions of the law as approved in full.