



First Time Homebuyer (FTHB) Program

Down Payment (DPA) & Closing Cost Assistance
Soft Second Mortgage – Forgivable After 10 Years
HOME Investment Partnerships Program

Seller's Inspection Guidelines

To be given to the seller at application.

Potential Buyer(s) _____

Property Address _____

City _____, Kansas, Zip Code _____

The State of Kansas HOME First Time Homebuyer Program conducts an inspection on subject properties. FTHB's inspection is **not** intended to be a substitute for mechanical, electrical, plumbing, and structural inspections by qualified inspectors in those fields.

For the down payment and closing cost assistance to be utilized, the existing housing unit is required, to be decent, safe, sanitary, and in good repair. At minimum, the standards must provide that the housing unit meets all applicable State and local housing quality standards and code requirements. The housing unit must not contain deficiencies based on the HUD-prescribed physical inspection procedures (NSPIRE) issued pursuant to 24 CFR 5.705. KHRC must inspect the housing unit and document this compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME/FTHB assistance. If the housing unit does not meet these standards, the seller must rehabilitate the housing to meet the standards of this paragraph (c)(3), or it cannot utilize the HOME/FTHB funds. The minimum conditions to be inspected are listed below. **A detailed NSPIRE Inspectable Items & Results Report is available from your lender or on KHRC's website (<https://kshousingcorp.org/housing-partners/community-solutions/#first-time-homebuyer>)**. The unit must be ready for occupancy with all operable: utility systems, appliances, smoke detectors, and carbon dioxide detectors.

1. All exterior walking surfaces must be sound and free from hazards. Walking surfaces elevated more than thirty (30) inches above the adjacent surface must be protected by a guard rail or handrail at stairs. Rail shall conform to local code requirements as to construction.
2. Building walls, foundations and roofs must be sound, free from hazards and weather tight.
3. There can be no evidence of peeling or flaking paint on exterior or interior painted surfaces, including interior windowsills. A Lead Based Paint Visual Assessment will also be performed. To learn about the visual assessment, see <https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>.
4. The existing building drainage system, gutters and downspouts must be in operating condition.
5. The building site must be free of debris and free from hazards.
6. All windows and doors in the unit must be in operating condition, sound, free from hazards and weather tight. Windows accessible from the ground must be lockable. All exterior doors must be lockable and have a storm door. All windows required by code or NSPIRE must have screens.
7. The heating system for the housing unit must be in good operating condition and capable of providing adequate heat for all living spaces. Gas systems must be properly vented.
8. The hot water heating system for the unit must be in good operating condition and capable of providing adequate hot water for kitchen and bath spaces. Gas systems must be properly vented. Pressure relief valves and 3/4" overflow pipe 3 to 6 inches from the floor are required on hot water heaters.

9. The plumbing system for the unit must be in good operating condition and capable of providing adequate water for kitchen and bath spaces and removing wastewater to a public or private disposal system. Seller may be required to provide proof of acceptability of local sewage systems and water supply systems.
10. The electrical system for the unit must be in good operating condition, adequately sized to provide adequate service and protected by **proper connections, coverings, and grounding. A grounding wire is a safety measure to prevent a house fire or an electric shock if there is excess electricity in the wiring system.**
11. If a stove or refrigerator is included in the sale of the property, the appliances must be present at the time of the inspection and must be in good operating condition. Kitchen areas must provide food storage and preparation areas.
12. Bathroom spaces must have enclosed toilet space, a bathing space and an operable window or a powered ventilation system.
13. The building must be free from infestation.
14. The building must be free from hazardous materials as defined by Kansas and Federal Standards. A list of such laws is available upon written request.
15. An operable hardwired or 10-year-term tamper proof smoke detector must be in each bedroom and one on each floor of the property including the basement (if applicable). If multiple bedrooms are located near each other this would only require one outside the bedrooms.
16. An operable Carbon Monoxide detector is required if there is a gas fired appliance and/or an attached garage.
17. **Inspections for are non-intrusive, visual inspections only. The KHRC is not, by nature of the inspection process, providing any safety or code compliance assurances to buyer or seller or confirmation of building materials, quality or integrity of construction or confirmation of any warranty issues, express or implied. It is recommended that the buyer obtains inspections from authorities or licensed contractors if such assurances are suggested by the condition or age of the property or equipment being provided by the seller.**
Further, the Inspection is NOT a warranty to the borrower(s), the seller(s), or any other person(s).
18. Any other conditions that would constitute decent, safe, sanitary, and good repair housing.
19. The unit has not been occupied by a tenant (for an agreed upon amount or without charge, regardless of a written agreement) other than the Purchaser during the three (3) month period preceding the date of the purchase contract.

By signing below, the seller indicates that he has received and understood the conditions required and outlined by these guidelines. Further, by signing below, the seller or seller's agent indicates that the residence meets or will meet all the standard requirements stated above prior to closing.

If a home fails inspection, it will cause a delay in closing. The seller has up to 30 days to complete the required repairs, at their own expense. The home purchase will be delayed until all repairs are satisfied. The seller may be charged for a reinspection of the home if any of the above items fail the second inspection.

Blue Ink or e-signature

Seller: _____

Date: _____

Seller: _____

Date: _____

Update 7/23/25