PLUNKETT COONEY

Real Estate Agents Owe No Duty to Pre-Inspect Property or Warn of Discovered Dangers

August 20, 2012

In a recent unpublished decision, the Michigan Court of Appeals held that a real estate buyer's agent has no duty to warn of any discovered dangers or to pre-inspect property before showing it to a potential buyer.

In *Davies v Johnson*, an individual was injured when he stepped through a doorway in a home he was viewing and fell from a four-foot drop-off onto a cement floor. The home had no electricity, and the individual walked through the doorway, unaccompanied by the buyer's agent, using only a cellular telephone and a cigarette lighter to illuminate the room.

The individual sued, alleging that the buyer's agent owed him a duty to pre-inspect the home and to know enough about the condition of the premises in order to warn him of the drop-off.

The trial court granted the defendant summary disposition, and the appellate court affirmed, reasoning that "[a] buyer's agent has no greater control over the property than a potential buyer" and that "buyer's agents and potential buyers are equally able to discover and avoid dangers."

In this case of first impression, the appellate court did not expand the duties owed to an invitee or create new duties owed by a buyer's agent in a premises liability case. However, the court did *not* address the issue of whether a seller's agent has any affirmative duties to pre-inspect and/or make the premises safe or warn invitees of any dangerous conditions.

For further information about premises liability law or if you have any questions about how this recent ruling could affect your business, please contact the author or any member of Plunkett Cooney's Litigation Practice Group.

For a copy of the appellate court's opinion, click here.