



DOES THE FRIDGE STAY?

What Comes With the House, and What Doesn't

You toured a home, loved the kitchen, admired the new refrigerator, and pictured yourself moving right in. But when closing day arrives, will that refrigerator still be there?

The answer is: **only if it is included in the purchase agreement.**

When buying or selling a home, it is important to understand the difference between **fixtures**, which generally remain with the property, and **personal property**, which sellers typically take with them. Because laws, contracts, and local practices can vary, buyers should never assume that an item is included simply because it was present during a showing.

What Usually Stays With the House?

A fixture is generally an item that has been permanently attached to the home or property. Fixtures are typically considered part of the real estate and remain with the house unless the purchase agreement specifically excludes them.

Common examples include:

- Built-in dishwashers, wall ovens, and microwaves
- Attached lighting fixtures and ceiling fans
- Built-in cabinets, bookcases, and shelving
- Plumbing fixtures

- Attached mirrors
- Blinds, shades, and curtain rods
- Central heating and air-conditioning equipment
- Garage-door openers
- Permanently installed outdoor structures

A helpful rule of thumb is this: **If removing the item requires tools, alters the property, or leaves damage behind, it may be considered a fixture.**

However, even attached items can become a point of negotiation. For example, a seller may want to take a favorite chandelier or an heirloom mirror. If so, that item should be clearly excluded in the listing and purchase agreement—and ideally removed or replaced before the home is shown.

What Usually Goes With the Seller?

Personal property includes items that are not permanently attached and can be easily removed without changing or damaging the home.

Examples often include:

- Freestanding refrigerators
- Washers and dryers
- Televisions and electronics
- Furniture and artwork
- Area rugs and lamps
- Freestanding microwaves
- Patio furniture
- Portable grills
- Decorative items and window curtains

This is where the refrigerator question becomes important. Even though a refrigerator may seem like part of the kitchen, most refrigerators are freestanding appliances. That means the seller may take the refrigerator unless the contract specifically states that it will remain.

The same may be true for washers, dryers, additional freezers, wine refrigerators, and other removable appliances.

What About TVs, Mounts, Cameras, and Smart-Home Devices?

Modern homes contain items that can create confusion because one part may be attached while another part is removable.

For example:

- A wall-mounted television may go with the seller, while the attached mounting bracket may stay.
- A smart doorbell or security camera may be attached to the home, but the seller may intend to take it.
- A home theater system may include both built-in wiring and removable equipment.
- Outdoor sheds, playsets, hot tubs, and basketball hoops may or may not be included depending on how they are installed and what the contract states.

These items should be discussed early and identified clearly in writing.

The Purchase Contract Is What Matters

The MLS listing can provide useful information about what the seller intends to include, but the purchase agreement is the document that ultimately defines what comes with the home.

If a buyer wants the refrigerator, washer, dryer, backyard shed, or another specific item, it should be listed in the offer. Descriptions should be as clear as possible, especially when multiple appliances or similar items are present.

Likewise, sellers should identify anything they plan to remove. Clear written exclusions help prevent misunderstandings, renegotiations, delayed closings, and unhappy surprises.

How Buyers and Sellers Can Avoid Confusion

A few simple steps can help keep everyone on the same page:

1. **Review the listing carefully.** Look for appliances, fixtures, and other items identified as included or excluded.
2. **Ask questions during the showing.** If an item is important to you, do not wait until closing to ask whether it stays.

3. **Put everything in writing.** Never rely solely on a verbal promise. Include the specific items in the purchase agreement.
4. **Identify exclusions early.** Sellers should disclose any attached fixtures they intend to take.
5. **Complete the final walkthrough.** Buyers should confirm that all agreed-upon items remain in the home and that items the seller agreed to remove are gone.

When in Doubt, Spell It Out

Whether you are buying or selling, assumptions can create avoidable problems. A refrigerator, washer and dryer, dining-room chandelier, smart doorbell, or backyard playset may not automatically be included with the home.

The simplest rule is: **If an item matters to you, make sure it is addressed in the purchase contract.**

Thinking about buying or selling a home? An experienced real estate professional can help you understand what may be included, ask the right questions, and make sure the details are clearly documented before closing.

This article provides general information only. Real estate laws, contracts, and customary practices vary by state and transaction. Consult your real estate and legal professionals for guidance regarding your specific purchase or sale.

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