

Swimming Pools

By Brian Madigan



Swimming pools can add a lot of fun to your backyard, but when it comes to either buying or selling, there are certain issues that have to be considered.

Generally, there are two types of inground pools, those made with concrete and those with vinyl liners. The most expensive variety are the concrete pools. Here, there are two methods of construction: poured concrete and pressurized concrete. You can easily tell the difference. The poured concrete pool will usually be much older. It will have been constructed with wood forms, so it will have straight sides. There will be joints at the corners and at the bottom. This particular type of pool is quite vulnerable to the elements over time and is quite costly to repair. When it reaches 40 years of age, many of them are simply “filled in”. Pressurized concrete pools are different. The concrete is applied under pressure and the density of the concrete is 3 or 4 times that of regular poured concrete. It is known as “gunite” and is used for almost all new commercial applications. A municipal sidewalk has a breaking point of 3,500 pounds per square inch. The rating for gunite is often 12,000 to 15,000 psi. These pools are simply one large piece of concrete, just like a bathtub. They really don’t have the same pressure points as a poured concrete pool. Many gunite pools are over 60 years of age and they are almost as good as new. A plaster interior coating will finish off the pool together with tiles around the perimeter. They will both need repair or replacement after 25 years.

The newer type of pool and the one most commonly installed in homes today is the pool with a vinyl liner. The new liners will easily last 20 years or more. The floors are usually poured concrete and the walls are constructed with prefabricated steel panels. The vinyl liner is suspended by a metal track just above the water line.

So, what can go wrong? After you have satisfied yourself about the structure, you will need to check the circulation system. Is there any leakage? This can be costly to repair if the water lines are located below a finished patio. What is the age and the condition of the equipment: the

pump, the filter, the heater and the chlorinator? Has the pool been opened and closed by a professional? Have there been any recent repairs? Are tree roots undermining the water lines or the structure of the pool? Is the landscaping around the pool appropriate or does it require repair and replacement? Does the fence comply with municipal standards? Is the pool setback enough from the lot lines? Is the pool shown upon a current survey? If not, you might want to consider title insurance.

Now, the next question, if you're a buyer, is how much extra are you going to offer because this property has a pool? On the low side, it could be nothing! You don't really want a pool and you're not going to pay extra for it. On the high side, it really shouldn't be any more than it would cost to construct the pool. Generally, there is a meeting point somewhere between the two. This will be subject to negotiation and will vary from market to market and property to property. However, as a rule most pools realize about one-half of their cost.

As a buyer, you really need to know the exact condition of the pool. If the pool is open, you can have it inspected. If it's the winter, you will need to negotiate a guarantee or warranty in your agreement. If you say nothing, you accept the pool "as is". There are no implied warranties of any kind. You might want to consider having the vendor pay for the cost of opening the pool and putting it, in working order. You should choose your own pool company and be reimbursed for this expense. In addition, you might want your lawyer to holdback sufficient funds on closing to provide you with additional protection. If there is a monetary holdback; are the repair costs limited to that amount? This should be clearly specified in the agreement.

If you're the seller, you want to limit your obligations after closing. If the buyer wants a monetary holdback, then limit the repair to that amount. At what point does a repair become "betterment"? Basically, you might be guided in your negotiations over these clauses as to whether the buyer is paying a premium for the pool. If the buyer adds nothing, seriously limit your obligations. If the buyer is paying full price for the pool, then you should be quite generous.

As a homeowner, you might want to consider that a number of potential purchasers will not wish to view your property because it has a pool. Then again, everyone who does see it, wants a pool! If you have a pool, keep it in

good condition, so that when you do become a seller, you will receive a premium rather than be faced with a discount.

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