

Seller wants my home back

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Learn about what you can do when you're buying a home and the seller, who is also lending you the money to buy it (called a real estate contract), has decided you're not following the contract and wants to "forfeit" it. Don't read this if you're buying a home with a mortgage, bank loan, or third-party lender.

I'm buying a home with a mortgage, bank loan, or third-party lender. What should I read?

The law is different for you. Read about foreclosure instead.

What is a real estate contract?

It's any written agreement for the sale of real property (land and the buildings on it) where the seller is the one loaning you the money to buy the property. In a real estate contract, the seller keeps legal title as security for the loan until the buyer finishes paying for it.

What is forfeiture of a real estate contract?

The seller cancels your rights under the contract because you aren't meeting your end of the agreement, such as making your monthly payments. That allows the seller to take the property back.

This isn't the same as foreclosure. You usually have fewer rights than someone facing foreclosure.

Try to talk to a lawyer () **before** the seller forfeits your real estate contract.

What is the forfeiture process?

The seller can start the forfeiture process as soon as you fall behind in your payments. And the seller can cancel (forfeit) your rights without going to court.

A seller must send you a Notice of Intent to Forfeit, and then a Declaration of Forfeiture. **If you get either, try to talk to a lawyer immediately.**

The seller can't forfeit your real estate contract until at least 90 days have passed from the date that the seller recorded the Notice of Intent to Forfeit.

Can I stop the forfeiture?

Yes, if you can do both:

- Make up the payments you owe at any time before the date in the Notice of Intent to Forfeit. You'll usually have about **90 days**, unless your real estate contract or another agreement with the seller gives you more time. Be sure that any agreements you make with the seller are in writing.
- Pay the seller's expenses from starting the forfeiture process (if your real estate contract says you must do this).

What happens if I can't stop the forfeiture?

If you can't stop the forfeiture, you'll need to move within **10 days** after the day the seller records the Declaration of Forfeiture. If you don't move within those 10 days, the seller can start the eviction process ().

Once the seller forfeits the contract, you can't get back the money you put into the home, but you won't owe the seller any more money.

Does the seller have to forfeit the contract?

No. The seller can instead foreclose on the home as if they would if you had a mortgage. A seller who chooses to do it this way must follow the foreclosure procedure. Then you'll have the same rights as someone with a mortgage.

Where can I read the real estate forfeiture law?

See RCW 61.30 (<http://apps.leg.wa.gov/RCW/default.aspx?cite=61.30&full=true>).

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