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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Each file is a one-page excerpt, so every cite is p.1. Internal references (contract paragraphs 8 and 14, inspection report sections) are described in the text, not cited as pages. Confirm against the full documents.
- The disclosure is signed February 20, 2026, a week before the February 27, 2026 contract date. Confirm it was delivered at or before contract and not updated. It is certified only "to the best of Seller's knowledge."
- The contract excerpt has no express "as-is" clause. Paragraph 8 accepts the condition "subject to the inspection contingency and to Seller's disclosures." Paragraph 14 only says the parties will "consider mediation in good faith." Check the full contract and confirm the clients' position on mediation.
- The inspection report noted fresh paint on the north exterior wall, downspouts discharging at the foundation, and a recommendation to ask the seller about water entry history. Expect a buyer-notice argument. Nothing in the records shows whether the buyers asked, or who painted.
- The damages total of $25,385.00 matches the file's own total and my addition, but it must be checked. It mixes a paid invoice, an engineer's invoice and two unpaid estimates. The engineer's invoice date is not given, so the report date is used.
- The neighbor statement is signed July 20, 2026, but the records do not show whether it is sworn or notarized. Also confirm how Riverstone's 2024 records reached the buyers on July 14, 2026, and whether Riverstone can authenticate them.
- The seller's address has no ZIP code. It comes from the contract excerpt, per the firm notes. The delivery method is open.
- No listing agent appears in the records, so the letter is addressed to the seller only.
- Two Virginia points are marked [VERIFY] in the Jurisdiction points section. No statutes are cited.
- The demand amount, response deadline and firm contact details are placeholders.

Ashdown Caruthers PC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Gerald Pruitt
18 Tidewell Court, Unit 4
Marlin Shoals, Virginia [ADD: ZIP] [purchase_contract_and_disclosure.pdf p.1]

Re: Demand for Repair Costs – Failure to Disclose Water Entry and Foundation Defects; Andrew and Lena Kowalczyk; 2207 Saddle Creek Road, Bramford, Virginia; Closing April 17, 2026

Dear Mr. Pruitt:

Introduction

We represent Andrew and Lena Kowalczyk [firm notes]. They bought 2207 Saddle Creek Road, Bramford, Virginia, from you under a Residential Purchase Agreement dated February 27, 2026, for $412,000.00. Closing was held on April 17, 2026 [purchase_contract_and_disclosure.pdf p.1].

After closing, our clients found water entry and a cracked foundation wall in the basement. The records described below show that you had received a written waterproofing estimate for these same conditions before you signed your disclosure statement. This letter demands payment of the resulting repair costs.

The purchase and the disclosures

Paragraph 8 of the contract provides that the buyers "accept the Property in its condition as of the contract date, subject to the inspection contingency and to Seller's disclosures" [purchase_contract_and_disclosure.pdf p.1].

On February 20, 2026, you signed the Seller's Property Condition Disclosure. You answered as follows [purchase_contract_and_disclosure.pdf p.1]:

- Question 6, "Are you aware of any water leakage or dampness in the basement or crawlspace?" You checked: No.
- Question 7, "Are you aware of any cracks or defects in the foundation?" You checked: No.
- Question 8, "Have you had any repairs or estimates for water or foundation problems?" You checked: No.

Under additional comments you wrote: "Basement finished in 2025 with new wall paneling and carpet." You certified that "[t]he information above is true and correct to the best of Seller's knowledge" [purchase_contract_and_disclosure.pdf p.1].

Our clients had a pre-closing inspection performed by Blue Ridge Home Inspections on March 6, 2026. The inspector reported that the basement was fully finished, with paneling over furring strips on all perimeter walls and carpet on the floor. He reported that the foundation walls were not visible. He observed no active moisture, found moisture meter readings at the base of the paneling within normal range, and noted a dehumidifier running in the utility closet. The report

states that "[c]onditions concealed behind finished surfaces cannot be evaluated" [home_inspection_report.pdf p.1]. The report also notes that no sump pump was present and that fresh paint was visible on the north exterior wall at grade. Its summary recommended asking the seller about any history of water entry [home_inspection_report.pdf p.1].

The defect and what the seller knew

The records show the following, in date order:

- **April 3, 2024.** Riverstone Basement Systems visited the property at your request and prepared Estimate No. 24-0417 for you. The technician, Shawn Belcourt, recorded: "Active water entry along north foundation wall after rain. Vertical crack in north wall, approx. 6 ft long, with efflorescence. Standing water at base of wall." Riverstone recommended interior drain tile along the north and east walls, a sump pump, and crack injection, at an estimate of $8,900.00 [prior_waterproofing_records.pdf p.1].
- **April 22, 2024.** Riverstone's file notes: "Customer declined, said he would finish the basement instead" [prior_waterproofing_records.pdf p.1].
- **Spring 2024.** Your next-door neighbor, Pauline Odum, states that you told her your basement "flooded every time it rained hard" and that you "had to run a shop vacuum" [prior_waterproofing_records.pdf p.1].
- **2025.** Ms. Odum states that she watched contractors put up paneling in the basement and that you said "it would make the house easier to sell." Your disclosure statement likewise says the basement was finished in 2025 with new paneling and carpet [prior_waterproofing_records.pdf p.1; purchase_contract_and_disclosure.pdf p.1].
- **February 20, 2026.** You signed the disclosure answering "No" to Questions 6, 7 and 8 [purchase_contract_and_disclosure.pdf p.1].
- **April 17, 2026.** Closing was held [purchase_contract_and_disclosure.pdf p.1].
- **June 9, 2026.** After heavy rain, water entered the basement along the north wall and soaked the carpet [repair_estimates.pdf p.1].
- **June 11, 2026.** Our clients removed a section of paneling and found a vertical crack, staining and old water lines behind it. They photographed the area that day [repair_estimates.pdf p.1].
- **June 30, 2026.** Priyanka Sethi, PE, of Hollis & Drake Engineering reported: "The north foundation wall has a vertical crack with mineral deposits and long-term water staining. The staining pattern shows water entry over an extended period before the paneling was installed. The paneling was fastened over the stained areas without repair" [repair_estimates.pdf p.1].
- **July 14, 2026.** Riverstone produced its 2024 records to our clients [prior_waterproofing_records.pdf p.1].
- **July 20, 2026.** Ms. Odum signed her statement [prior_waterproofing_records.pdf p.1].

Riverstone's 2024 findings describe water entry and a vertical crack in the north foundation wall. The engineer found the same conditions in June 2026. Those findings and the 2024 estimate made out in your name cannot be reconciled with your "No" answers to Questions 6, 7 and 8.

The paneling and carpet you installed covered the foundation walls, and our clients' inspector was unable to evaluate what was behind them [home_inspection_report.pdf p.1].

Damages

Item	Date	Amount	Source
Water cleanup, DryFast Restoration, Invoice 0610-B (paid by buyers)	June 10, 2026	$1,385.00	repair_estimates.pdf p.1
Structural engineer report, Hollis & Drake Engineering (invoice)	June 30, 2026	$1,150.00	repair_estimates.pdf p.1
Riverstone Basement Systems, Estimate 26-0712: interior drain tile, sump pump, crack injection, north and east walls	July 12, 2026	$18,650.00	repair_estimates.pdf p.1
Bramford Interiors, Estimate 4471: remove and replace wet paneling, insulation and carpet in basement	July 18, 2026	$4,200.00	repair_estimates.pdf p.1
[ADD: other documented costs, if any]	[ADD: date]	[ADD: amount]	[ADD: source]
Total (as read from the bills)		**$25,385.00**	repair_estimates.pdf p.1

Our clients are seeking payment of these repair costs. They are not seeking rescission [firm notes].

Demand

We demand that you pay our clients [ADD: demand amount] to cover the costs of investigating and repairing the water entry and foundation conditions. Payment is to be made by [ADD: response deadline]. Please direct your response, or that of your counsel, to the undersigned.

We note that paragraph 14 of the contract provides that "[t]he parties agree to consider mediation in good faith before filing suit" [purchase_contract_and_disclosure.pdf p.1]. If this matter is not resolved by the deadline above, we are prepared to discuss mediation in accordance with that paragraph.

Our clients reserve all rights, claims and remedies, including the right to supplement the damages above as repairs proceed and further costs are incurred. Nothing in this letter waives any right or remedy.

Jurisdiction points

The contract concerns real property in Virginia, and we expect Virginia law to govern. Our clients' position is that your disclosure answers were false when made and that the conditions were concealed behind finished surfaces. The effect of your disclosure duties and of the contract's acceptance-of-condition language on that position is addressed by Virginia law. [VERIFY: Virginia rule on seller disclosure duties and as-is clauses]

Our clients also reserve any claims against others involved in the sale. [VERIFY: Virginia rule on claims against the listing agent]

Sincerely,

Lydia M. Ashdown
Ashdown Caruthers PC