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How Laws Affect My Daily Life

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How Laws Affect My Daily Life

Laws have an enduring effect on our daily lives, whether they relate to education, housing, social services, nutrition, consumer privileges, food safety, or the environment. Public procedures like lawmaking, tenancies, annexations, new rules for existing laws, or court judgments are used to resolve complications articulated by the general public. These activities are the outcomes of public concerns that have been deliberated and cooperated through policymaking. The fundamental component is the procedure used in resolving a communal problem. There is normally a predisposition for individuals not to take these directions and principles seriously so long as the society is kept running effortlessly.

On the contrary, we are inclined to become more engaged with communal policymaking whenever a law or guideline troubles our lives. We often hear people say that there should be a law or that minimal government participation is required to deal with a certain situation. Similarly, you might find out that you advocate for one of these interpretations as you address some precise laws and the ways that they affect your life directly or indirectly. My perspective is grounded on the morals that impact my analysis of any issue. Your thoughts cannot always match your neighbor's thoughts because they hold different values and beliefs that might be different from yours. This occurrence is the reason why communal policymaking is, by its actual nature, provocative.

It was a normal Sunday morning at around 8:30 am after taking breakfast with my family when I decided to speed up the process of acquiring myself a new house. I recently took out a mortgage to finance my new home in California. Before, I had no clue that I was required by the California Residential Mortgage Lending Act ¹ [Section 1950.003 \(10 C.C.R. §1950.003, et seq.\)](#) to evaluate and comprehend how my financial situation would impact my purchasing options.

Whereas low-credit loans exist, I was required to score a minimum of 620 for most conventional loans. Additionally, I was required to spend less than 36% of my total earnings on debt, including future mortgage payments monthly. I processed a conventional loan after making a down payment of at least 20%. Numerous down payment support programs across the United States assist low-income or first-time buyers in affording a home. Generally, these programs are second mortgages or governmental grants with forgiven or differed payments.

Similarly, as ¹ contained in Division 20 of the California Financial Code, commencing with Section 50000, I had a duty to make between 2% to 5% of the entire home's amount in closing costs because closing a real estate transaction involves legal services like document recording, homeowner's insurance, property taxes, loan application fees, appraisal fees, and title search. Normally, the seller is responsible for some of these costs; however, the purchaser pays most of the expenses from their own pockets. This consideration is in place because the average home value in California is \$599,159, which amounts to \$11,983 and \$29,958. Lastly, homeowners are required to save 1% of the home value every year to finance repairs according to ¹ Subchapter 11.5 of Chapter 3 of Title 10 of the California Code of Regulations at this juncture, realizing that owning a home is not a walk in the park. Homeowners in California typically spend close to \$2,802 in maintenance, but the value varies based on the houses; thus, I must have adhered to these demands.

The following day being a Monday, I examined the average home values of the neighborhood in line with the ³ California Evidence Code Sections 810-824 Article 2. Evidence of Market Value of Property, which assisted me in determining if I could afford to live there. At first, it was a little bit confusing, so I had to involve my lawyer and my family members to help me settle to the right home value that suited my budget. It was important to paint a vivid picture

of my budget, so I looked into the home value. I researched the current sales prices in diverse neighborhoods to narrow down my options to avoid a scenario whereby I was looking into houses that were out of my price range. Likewise, I looked into past home value trends, which gave me an idea of my home's appreciation cost over the coming years. Once I listed all the neighborhoods that I could afford and proved to be a good investment, I evaluated how well every area met my preferences and personal requirements. The neighborhood features in my list were school districts, crime rates, walkability, transport options, and amenities and restaurants.

To my surprise, thinking that I was almost done with the process, it came to my mind that I had to find a real estate agent in California, and I settled for affordable homes. This was on Tuesday as I had decided to take each step at a time. Remember, this is the third day in my process of acquiring a house. Luckily I found California Real Estate, which became my main ally during the home purchasing process. They also made recommendations for services such as lenders, lawyers, and escrow enterprises. Before I could settle for affordable homes, in line with Business and Professions Code Sections 10000 through 11288 California Real Estate engaged in a conversation with other agents to see how well they met my requirements before committing and signing the buyer's agency agreement.

At this juncture, I realized that my dream towards acquiring a house was near becoming a reality since I had to get a mortgage pre-approval letter conforming with ¹the California Code of Regulations Section 1950.003 (10 C.C.R. §1950.003, et seq.). Because most sellers in California will not show you their homes unless you get pre-approved for a mortgage because they do not want to waste their time with buyers who do not show seriousness or are willing to place an offer. My family members were so excited that they could not hide their joy, an aspect that gave me the motivation to soldier on till the end. Therefore, getting pre-approved for a mortgage gave

the seller and me the confidence that I would receive financing and seal the deal if he accepted my offer. As a result, at around 11:30 am on Wednesday, the day I will never forget I had already applied for it and gotten approved. However, it was equally important to assess the interest rates since my financial health, the state's economy, the length of my mortgage, and other significant factors could impact the interest rate. Having lower rates over the years would save me some amount of money. Whereas there is a wide range of mortgage terms, most conventional ones range between 15 to 30 years. An interim mortgage would have greater monthly payments with low interest rates.

Similarly, I selected a lender to conform with the California Financing Law (Fin. Code, § 22000 et seq.) that actively worked towards ensuring that they finalized the deal aside from mortgage terms and interest rates. A lender with a slow underwriting process or excessive time to finish up the paperwork would derail the whole transaction. Once I was pre-approved for a mortgage, I ensured that my financial situation did not deteriorate because a drop in my credit status would have derailed the process and kept me purchasing the house. Simple steps I employed in ensuring that my credit remained intact after receiving my pre-approval letter were not opening new credit accounts, making all my credit card payments on time, and not closing any accounts that I previously owned that had been open for a long time.

Knowing that now I had the pre-approval letter, I started house hunting in California. I started by making a list of everything I desired in a home and ranked every item based on its importance. This separation assisted me in deciding which of my priorities were simply nice bonuses and those that were not negotiable. At this point is when my agent was much indulged in the process to mandate that I get the best deal. I then discussed with my agent whether the list I had was realistic or not. The agent knew the houses in my price range and the neighborhood I

was targeting and could therefore point out where I would have to make concessions. I trusted my agent because they could show me a variation of properties as long as they stuck to my price toeing with the California Civil Code, § 1102 et seq.

Similarly, it was equally important to check the current housing inventory in California because house hunting could impact the number of options I had in mind. Most homes are on the market in May, whereas almost 21% fewer houses are available in November. Therefore, if you are viewing houses during a period of low inventory, you might have fewer opportunities to select a house to purchase. By around 4:00 pm on a chilly Thursday, I was already through with the process and had settled on the best house.

To my surprise, thinking that I was through, the next day being a Friday, I had to wake up early before 3:00 am to make offers after I settled for the house. I was well aware that houses typically remained on the market for not more than 40 days in California. However, my agent was of much assistance because they made me aware of how quickly I had to suggest an offer for the house without rushing into buying a house that did not meet my requirements. They also helped me with the common negotiating opportunities that worked out a win-win deal with the seller. I asked for seller concessions to save on upfront costs because, as the buyer, I had to pay for most of the closing costs from my pocket as stated in the Home Equity Conversion Mortgage Insurance Act ⁴ 24 C.F.R. § 206.31 - Allowable charges and fees rather than lowering my offer to save on money, the seller paid for my closing costs and moved my other expenses into my mortgage.

Similarly, since the house required a few repairs, I asked for repair credits rather than having the seller make and pay for the repairs. The seller avoided the hustle of waiting on contractors to finish the job. I also got to supervise the maintenances in forthcoming to ensure

that they met my expectations. Additionally, the purchase agreement had inspection contingencies that allowed me to change my offer or back out from the agreement if the house inspection pointed out major issues in the house. However, I possessed a high degree of certainty about the home's condition since the seller showed me a recent inspection report as required by California Civil Code § 1102; therefore, I ignored this contingency to give the seller a greater sense of confidence. I acknowledged that many sellers had a personal attachment to their homes since they lived there for many years and wanted to ascertain that the incoming owner would take good care of the property. Therefore, writing a letter addressing the seller could show them how I pictured my life in the property, thus appeal to their sentimental side, which helped me secure a good deal.

Once the seller accepted my offer at around 5:00 pm the same day, a few inspections and appraisals ensured the house I bought was what I signed to buy. This step was important because it provided the opportunity to return to the negotiating table if something unexpected occurred. A licensed professional checked the house for unexpected, unseen, and potential issues. In contrast, my lender hired an appraiser to examine the home and determine its worth as required by the Business and Professions Code, sections 7195 et seq. Inspections were important because they gave me peace of mind about the condition of the property I had just purchased. In addition, I hired licensed inspectors to perform radon testing, which California strongly recommends before finalizing transactions to do with purchasing homes. Likewise, I conducted a termite inspection. These conditions are California-specific inspections that are not required by law, but California recommends buyers to conduct them before closing any deal.

Well, getting to this point, I must say it was a tedious process. California Real Estate, my family, and I undertook a concluding walk-through of the house to ascertain that it was still in

my desired condition and closing the deal. The final inspections that I made were the walls, ceilings, peeling or chipped paint, checked the floor for cracks and any other imperfections following the California Trade practice act (Chapter 338). I also tested all the light switches and electrical outlets and ran the water to check for leakages, temperature, and pressure. Additionally, I ensured that all door keys were in perfect condition, tested all appliances included in the sale agreement, and flushed all toilets to ensure they were perfect.

Furthermore, I checked the air conditioning and heating systems, confirmed that all windows had no defects, and confirmed that they removed all their belongings and trash. On the closing day, I signed a load of paperwork following strictly the California Government Code Section 27279(a) in the presence of my agent together with my lawyer. However, a real estate attorney didn't need to be present in every home sale. Consequently, the two explained every single document to me before I could append my signature.

It is evident to everyone that purchasing a home is a time-consuming process, almost taking a whole week, although it does not have to be overwhelming for individuals looking to buy a home. There are quite a several regulations to be followed since every step is clearly stated in the law. If you familiarize yourself with the right procedures and laws that govern the processes in the state you want to purchase your home together with the correct agent, you will find your desired home in your range of price. Likewise, now that I own my home, I will defend my home, acting upon the confines of the law. Whereas some states would require that I flee or retreat from danger before resorting to using force if I am forced to defend my home, the state of California holds that I should stand my ground under such circumstances.

Furthermore, the law dictates that I hold the right to be free from any form of destruction and intimidation of vulnerability when I am in my house. Therefore, if anyone breaks into my

home against my will, they have violated this right. California's ⁵ Castle Doctrine, penal code 198.5 PC gave me the right to employ deadly force to protect myself and my family in such an occurrence and that a rational threat of prominent risk would automatically be assumed if an individual other than a member of my family broke into my house and entered using force. The homeowner was aware of the aggressive incident. In this case, I do not need to retreat or seek safety before resorting to employing force. I can pursue the assailant with force until the threat against my family and I is neutralized, as stated in the ² CALCRIM No. 506. Justifiable Homicide: Defending Against Harm to Person within Home or on Property. The California self-defense regulations provide for all these provisions; thus, you can be protected from many consequences provided you act upon self-defense.

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