Understanding TILA-RESPA Integrated Disclosures (TRID)

New legislation taking effect on October 3, 2015, may cause delays in real estate transactions initiated on or after this date.

This legislation is based on the Truth-in-Lending Act (TILA) and Real Estate Settlement and Procedures Act (RESPA) and is sometimes referred to as “TRID” for short. The purpose of TRID is to make it easier for consumers to understand their loan costs and to make sure they have ample time to review changes to the terms of a mortgage before closing on real estate purchase.

Lenders are required to provide BUYERS with a Closing Disclosure showing final closing figures prior to closing. BUYERS must receive the Closing Disclosure at least three (3) business days prior to BUYER’S closing. Any of the following taking place within that three (3) day time period prior will delay Closing:

a. Change in APR of 1/8% for a fixed rate mortgage or 1/4% for an adjustable mortgage
b. Change in loan type
c. Addition of a pre-payment penalty

Lenders recommend allowing at least 45 days to close, allowing adequate time between back-to-back closings and finalizing loan terms at the earliest opportunity.

Suggestions to Minimize Closing Delays

BUYERS

• Agree to participate in electronic communication with Lender.
• Lock-in interest rate as early as practical.
• Finalize loan terms as early as possible.
• Provide Lender with all information immediately upon request.
• Complete Lender’s “intent to close” document as soon as practical.
• Conduct final walkthrough more than three (3) days prior to Closing.
• Have a plan for possible delays due to TRID requirements affecting closing and/or possession dates necessitating a Contract extension.

SELLERS

• Be prepared for walk-through more than three (3) days prior to Closing.
• Have a plan for possible delays due to TRID requirements affecting closing and/or possession dates necessitating a Contract extension.

For more information visit www.consumerfinance.gov.

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