



## CASE STUDY 3#: BUYING LUXURY PROPERTY

**Company and participant names have been changed or removed to respect Non-Disclosure Agreements and protect the privacy of all involved.**

### The Situation

A Client was interested in purchasing a luxury property. A property became available that matched their spec 100% and an offer was prepared. The property was listed at 4.72M, a review of comparable property sales generated an appraisal value of 4.68M (the Seller had used the **Raise the Bar!** technique). The Client proceeded to make an offer of 4.68M, it was accepted.

The Client proceeded, but later that week the Seller's Agent advised that there was a mistake, the Seller had sold the property to another Buyer. The Client engaged an Attorney who specialized in real-estate law as well as [TableForce](#). A TableForce Negotiator contacted the Seller's Attorney to understand their **sheet of paper** (the true position of the other side of a negotiation).

The Seller's Attorney told the TableForce Negotiator in a loud voice their position was simple, under no circumstances was the Client going to win the property (**bad cop** tactic). The TableForce Negotiator suggested that the Seller make escalating offers to walk away to each Buyer until one of the Buyers accepts. The Seller's Attorney declined that solution and hung up the phone on the TableForce Negotiator (**bad cop** tactic).

The Client's real-estate Attorney offered this legal overview:

- 1) Precedent dictates that because the other Buyer's offer was accepted first (digital time stamp) that they would be awarded the property.
- 2) The Client would receive "damages", calculated as the difference between the two offers. The other Buyer had offered 4.85M (a motivated cash Buyer) so the Client would receive 170k when a Judge ruled on the case. The next available court date was in October.
- 3) The Client should put a lean against the property to prevent more Seller actions.

The Client thought that was the best they could do. The TableForce Negotiator felt differently, and **Expectation Impacts Outcome** (a concept taught in [TableForce workshops](#)).

## The Negotiation

The Seller's Attorney threatened to sue the Client if they didn't remove the lean.

The TableForce Negotiator began planning by researching all the parties to the dispute (**playing detective**, a part of TableForce's planning process). It was discovered that the Seller had accepted a position in another region (LinkedIn profile). Also, the Seller's wife posted on a public social media platform that she had "anxiety disorder" and "hadn't slept in a week". It was likely that he didn't want to commute between cities, and she would apply pressure on her husband to settle quickly (TableForce teaches, **whoever lacks time is at a disadvantage**).

The other Buyer sold their current/previous property (Google public records search) and had 5 children in their family (public social media posts). The children would need to be in the school district when the school year began in August. Waiting until October to win in court wouldn't be a good option. (**time** tactic)

Days later, the Seller's Attorney contacted the TableForce Negotiator with an improved attitude (**good cop** tactic) and an offer:

- 1) Agree to pay 4.85M
- 2) Accept a transfer of a solar lease (the Seller had forgotten to include that in the **terms & conditions** of the listing)
- 3) Allow them to take a fixture (fixtures are included in property sales)

TableForce Negotiator had a high degree of confidence that the other Buyer had backed out of the deal and that the Seller was under time pressure, the following counteroffer was proposed:

- 1) No to 4.85M, 4.68M is the price
- 2) Yes to the solar lease (it was in the Clients spec)
- 3) And about that fixture...

The TableForce Negotiator felt the fixture had some sentimental value. It had low value to the Client (they planned to change out fixtures to suit their style) and high value to the Seller. So the Client was happy to make that **trade of concessions**.

- 3) Yes to allowing them to take the fixture

## Conclusion

The situation began with unprofessional work by the Seller and their Agent (not reviewing their **terms & conditions** carefully, not negotiating in good faith for a **win-win**) and deteriorated because of the tactics the Seller's Attorney chose to use (**bad cop** tactic) as well as poor planning (the Seller's Attorney didn't research the TableForce Negotiator on LinkedIn). Regardless, the Client wanted the property and the TableForce Negotiator stayed disciplined to the processes and tactics TableForce teaches in negotiation training workshops. The Client was ecstatic with the unexpected win!