



Your property, your dream, *your right.*

A practical guide to the rights of buyers of newly built property in Brazil who received less than they contracted for — delays, missing water supply, undelivered items and construction defects.

This guide is for you, who did everything right — and still received less than you paid for.

You saved, signed the financing, followed the construction. And on handover you discovered the house came without what the brochure showed, without the most basic infrastructure, or months after the promised date. When you complained, you were told "that's just how it is".

That is not just how it is. Late delivery, a property with no real living conditions and a broken sales promise are not "construction details": they are delivery failures, and Brazilian law — above all the Consumer Protection Code (CDC) — treats each of them seriously.

In the following pages, in plain language: the five rights every buyer of a new property has and almost never knows about; a real (anonymised) case handled by our firm; and a practical step-by-step of what to do — and what to avoid — so you do not lose your rights.

Who this material is for

- Anyone who bought a house or apartment in Brazil, off-plan or newly built, and is facing delay, defects or undelivered items;
- Anyone who received the property "as a makeshift" — without a permanent water, sewage or power connection;
- Anyone who paid out of pocket for what should already have been finished;
- Anyone planning to buy who wants to be protected before signing.

A note for buyers based abroad. These rights arise from Brazilian law and apply to property located in Brazil, whatever the buyer's nationality or country of residence. Living abroad does not weaken your position — it only makes written records more important. The whole process can be conducted remotely, by power of attorney.

This guide is strictly informational and educational. It does not replace individual analysis of your case by a lawyer, nor does it constitute any promise of result (Brazilian Bar Association, Provimento No. 205/2021).

"This isn't normal" — even though it happens all the time.

João Pessoa and the coast of Paraíba are living through a property boom. Land developments and gated communities multiply — and with them, a pattern of problems that repeats from project to project:

The house is handed over, but the street has no water mains. Supply comes from a "borrowed connection" at another property, and the utility company reports that the network will have to be extended. Basic infrastructure in a subdivision is the obligation of whoever subdivided and sold the land — not of the resident.

Law No. 6,766/1979, art. 2, § 5

The show home had a planted garden, a complete pool and a finished outdoor kitchen. The unit delivered came without them — and the developer says those items "were not included at that price level".

CDC, arts. 30, 35 and 48 — offers and advertising bind the supplier

Delivery was due in June; the property only became usable the following year. Meanwhile the family paid rent and financing instalments, and hired at their own expense whatever was missing.

After the complaint, the company's representative blocked the buyer on WhatsApp. The channel that existed to sell ceased to exist to assist.

If you recognised yourself in any of these scenes, the next pages are your map.

1

FIRST RIGHT

What was promised in order to sell is part of the contract.

The agency brochure, the listing photos, the show home, the agent's video, the WhatsApp messages exchanged during negotiation: all of it forms part of the offer — and the offer binds the seller.

Article 30 of the CDC is unambiguous: any sufficiently precise information or advertising **binds the supplier** and **forms part of the contract**. If the development was sold showing a planted garden, a pool with working equipment and a finished barbecue area, delivering the unit without those items is a breach of contract — even if the written clauses do not list them one by one.

Three practical consequences

- **A "verbal list of items not included" is worthless.** Restrictions not disclosed in advance, clearly and in writing, do not bind the consumer (CDC, arts. 6, III, and 46).
- **The standard delivered to the neighbours counts.** If units in the same project received complete items, that standard evidences what was offered to everyone.
- **In case of doubt, interpretation favours the consumer** (CDC, art. 47; Civil Code, art. 423) — standard-form contracts are read against the party who drafted them.

You may demand specific performance of the offer (delivery/installation of the items), accept an equivalent product, or terminate the contract with restitution and damages — the choice is yours, not the developer's (CDC, art. 35).

2

SECOND RIGHT

Late delivery has consequences — and "makeshift possession" is not delivery.

Delivering on time is not a courtesy: it is the central obligation of whoever sells a property. And delivery means a complete unit, in line with the contract and the offer, in usable condition.

Receiving the keys to an unfinished house, with no water or without the contracted items, **does not end the developer's default**. Default is imperfect performance as to time, place *or manner* (Civil Code, art. 394). The obligation is only regarded as fulfilled when what is owed — the complete, usable property — is in fact delivered.

What the law and the courts recognise for the buyer

- **Material damages:** rent paid during the delay, spending to finish what was missing, the cost of a postponed move — all documented, all recoverable;
- **Loss of use:** the rental value of the property you were deprived of during the delay;
- **Moral damages:** the Superior Court of Justice (STJ) recognises that qualified breach in the purchase of a family home goes beyond "mere annoyance" — especially when a family spends months in precarious conditions;
- **Termination of the contract:** if you prefer to unwind the deal, the amounts paid must be returned in full and immediately (STJ Precedent No. 543).

Important: following the construction, accepting the keys or moving in out of necessity **is not a waiver of rights**. Protection under the CDC cannot be waived (arts. 1, 25 and 51, I).

A house without running water is unfit for use — and that is the seller's problem.

Drinking water, sewage and electricity are not "finishings": they are the minimum infrastructure without which there is no decent housing. Selling a finished house on a street with no water mains and shifting the cost of extending the network onto the resident is a practice the law does not tolerate.

The Land Subdivision Act (Law No. 6,766/1979, art. 2, § 5) defines drinking-water supply as **basic infrastructure of the subdivision — the developer's burden**. The resident's duty to "request the connection" presupposes that a public network is available in the street; with no network there is no connection to request, and the duty to provide it remains with the seller.

Signs that your property was delivered unfit

- Makeshift supply drawn from another property or from a well that was never part of the contract;
- A "network extension" quote from the utility company landing in your lap;
- An occupancy permit (*habite-se*) that is missing, pending or irregularly issued;
- Financing granted with the bank's reservations as to the property's acceptability.

If you paid out of your own pocket for a well, a network extension or any emergency solution, that is called *mitigation of damage* — you stopped the loss from growing. Mitigating the damage does not forgive the debt: those amounts are recoverable, with monetary adjustment.

The supplier's liability for defective service is strict and joint across the entire chain — builder, developer, land subdivider (CDC, arts. 14, 18, 20 and 25, § 1).

Construction defects are covered by warranty — including those that appear later.

A leaking pool, damp, cracks, unsafe wiring: a construction defect is not bad luck, it is the builder's responsibility — with warranty periods far longer than most people imagine.

The deadlines, no mystery

Apparent defects (visible at handover): you have **90 days** to complain, counted from actual delivery (CDC, art. 26, II).

Hidden defects (which only emerge with use): the 90 days only start running **when the defect appears** (CDC, art. 26, § 3) — not from delivery.

Soundness and safety of the works: the builder is liable for **5 years** (Civil Code, art. 618) — the five-year structural warranty, covering structural and habitability problems.

Breach of the contract itself (undelivered items, obligations to perform): the claim is subject to a **long limitation period** — up to 10 years, depending on the case — and must not be confused with the short defect deadlines.

Complain, and the clock freezes. A documented complaint made to the supplier (message, e-mail, reference number) **suspends the forfeiture period** until an unequivocal written refusal (CDC, art. 26, § 2, I). While the developer "is going to sort it out", promises and postpones, the clock does not run against you. So: always complain in writing, and keep everything.

Technical standards such as ABNT NBR 15575 (performance of residential buildings) serve as a benchmark for an expert to demonstrate that the property fails to meet minimum standards.

Your WhatsApp conversations are evidence. Keep everything.

Was the entire negotiation conducted through the app? All the better for you. Conversations, voice notes, photos and videos exchanged with the agent and the developer are legitimate — and increasingly decisive — means of proof.

Court proceedings in Brazil are now electronic, and digital documents filed by lawyers carry the same evidential weight as originals (Law No. 11,419/2006, art. 11). Whoever claims a conversation is false or has been tampered with bears the burden of proving that falsity — voicing suspicion is not enough.

The buyer's evidence kit

- ✓ **Contract and annexes** — including the brochure, folder and advertising material current at the time of purchase;
- ✓ **Complete conversations** on WhatsApp with the agent and the developer — export the whole chat (not just screenshots) and keep the device;
- ✓ **Invoices and receipts** for everything you paid out of pocket: garden, flooring, pump, motor, well, freight;
- ✓ **Dated photos and videos** of the property at handover and of each defect;
- ✓ **Reference numbers** from the utility companies (CAGEPA, Energisa), the city hall and the bank;
- ✓ **The show home and the neighbour's unit** — photos of the standard actually delivered to other units in the same project.

Were you blocked on WhatsApp after complaining? Record that too (a screenshot of the attempted contact). Blocking the customer-service channel after the sale is conduct the courts take into account when assessing moral damages.

The house that came without water — and with half a pool.

A case handled by the firm in the metropolitan region of João Pessoa. Names, exact locations and identifying details have been omitted under our duty of professional confidentiality. The facts, however, portray dozens of identical cases in the region.

THE PURCHASE

A couple — she, pregnant — buy a house in a new gated community. The brochure and the show home displayed a planted garden, a complete pool and a finished outdoor kitchen. They even paid an addendum to enlarge the pool.

THE HANDOVER

Months after the promised date, they receive the house with no garden, no flooring in the garage, a pool without motor or pump, an unfinished barbecue area — and *no water connection*: supply came from a makeshift point at another property, on the street behind.

MAKESHIFT BECOMES ROUTINE

The utility company confirms the network would have to be extended. The quote appears; the solution does not. The family pays out of pocket for the garden, the flooring, the motor, the water feature — and finally a well, in order to have water with dignity.

THE SILENCE

After the complaints, the seller's representative blocks the buyer on WhatsApp. The pool defect requires demolition and rebuilding; the property only becomes fully usable the following year.

THE TURNING POINT

With the documentation organised — contract, brochure, exported conversations, invoices for every outlay, utility company reference numbers — the case was taken to court, seeking performance of the obligations, full reimbursement of the expenses and compensation for moral damages.

The lesson: every real spent was documented; every promise, recorded. That is what turns indignation into an enforceable right.

What to do, step by step.

- ✓ **1. Assemble the file.** Contract, brochure/advertisements, exported conversations, invoices, dated photos, reference numbers. A well-documented case is worth more than ten well-told ones.
- ✓ **2. Complain in writing — always.** WhatsApp or e-mail, with a date. A formal complaint suspends the deadlines and proves your good faith. Avoid handling everything by telephone.
- ✓ **3. Do not accept verbal promises as a solution.** "We'll sort it out next week" only exists legally if it is in writing. Ask for deadlines and commitments by message.
- ✓ **4. If you have to solve it yourself, keep every receipt.** Well, network extension, missing items: paying to mitigate the damage does not forgive the debt of whoever caused it.
- ✓ **5. Record the neglect.** Being blocked, service refused, a visit that never happened — it all forms part of the picture of the damage.
- ✓ **6. Seek legal advice before signing any "settlement" or release.** Handover certificates and cancellation agreements often contain waivers you do not have to accept.
- ✓ **7. Act within the deadlines.** As shown on page 7, the periods vary — but they all run. The sooner the case is analysed, the more routes remain open.

What to avoid

- Deleting conversations or changing phone without exporting the history;
- Signing an inspection report "without reservations" when defects are visible;
- Accepting a verbal "discount" in exchange for silence;
- Airing the case with insults on social media — report facts, not offences: true facts are your right; insults become ammunition against you.

From diagnosis to solution — with transparency at every stage.

No two cases are alike. That is why our work always begins with an honest viability assessment — including telling you, where that is the case, that litigation is not the best route.

1 • Diagnosis

Analysis of the documents, a timeline of the case and a map of rights: what is enforceable, with what evidence, within what deadline and at what risk.

2 • Out-of-court negotiation

Technical notice and direct negotiation with the developer. Many cases settle without proceedings — faster and with less strain.

3 • Firm litigation

When the amicable route is exhausted, full representation: obligations to perform, reimbursement of outlays, moral damages and, if necessary, unwinding the deal with full restitution.

4 • Real follow-up

You understand every stage of the case, in clear language — no legalese and no unrealistic promises.

About the firm. Medeiros & Roma — MR Advogados works in João Pessoa and the surrounding region with personalised representation in real-estate and consumer law, combining procedural strategy with close, attentive service. We assist clients in Portuguese, English, German and Spanish, and non-resident buyers may be represented remotely by power of attorney. Our premise is simple: litigation is a tool, not a purpose — the goal is your right, realised.



Shall we look at your case?

If this guide described your situation, the next step is an individual analysis — objective, confidential and with no obligation to engage us.

Book a consultation: <https://calendly.com/medeiroseroma>

WhatsApp: [+55 83 9 9106 5450](https://wa.me/5583991065450)

Instagram: @medeiroseroma · **YouTube:** @Medeiros_e_Roma

Website: medeiroseroma.com

Address: Empresarial Bosque — Rua Severino Nicolau de Mello, 420, Room 207B, João Pessoa/PB, Brazil · 58.037-700

Service available in Portuguese, English, German and Spanish.

André Medeiros — OAB/PB No. 12,977 · Romualdo Roma — OAB/PB No. 8,659

This material is strictly informational and educational, in accordance with the Code of Ethics and Discipline of the Brazilian Bar Association (OAB) and Provimento No. 205/2021. It does not constitute legal advice, an offer of services for a specific case, or any promise of result. The case study presented has been fully anonymised. Every situation requires individual analysis.