
ENGROSSED SUBSTITUTE HOUSE BILL 2886

State of Washington

61st Legislature

2010 Regular Session

By House Local Government & Housing (originally sponsored by Representatives Angel, Simpson, and Wallace)

READ FIRST TIME 02/01/10.

1 AN ACT Relating to the adoption of rules by the building code
2 council regarding carbon monoxide alarm installation; amending RCW
3 19.27.530; and reenacting and amending RCW 64.06.020.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 19.27.530 and 2009 c 313 s 2 are each amended to read
6 as follows:

7 (1) By July 1, 2010, the building code council shall adopt rules
8 requiring that all buildings classified as residential occupancies, as
9 defined in the state building code in chapter 51-54 WAC, but excluding
10 existing owner-occupied single-family residences legally occupied
11 before July 26, 2009, be equipped with carbon monoxide alarms.

12 (2)(a) The building code council (~~(may phase in the carbon monoxide~~
13 ~~alarm requirements on a schedule that it determines reasonable,~~
14 ~~provided that the rules)) must require that:~~

15 (i) By January 1, 2011, all newly constructed buildings classified
16 as residential occupancies will be equipped with carbon monoxide
17 alarms(~~(7)~~); and

18 (ii) All other buildings classified as residential occupancies,

1 except existing owner-occupied single-family residences legally
2 occupied before July 26, 2009, will be equipped with carbon monoxide
3 alarms ~~((by))~~ beginning on January 1, 2013.

4 ~~((Owner-occupied single-family residences legally occupied~~
5 ~~before July 26, 2009, are exempt from the requirements of this~~
6 ~~subsection (2). However, for any owner-occupied single-family~~
7 ~~residence that is sold on or after July 26, 2009, the seller must equip~~
8 ~~the residence with carbon monoxide alarms in accordance with the~~
9 ~~requirements of the state building code before the buyer or any other~~
10 ~~person may legally occupy the residence following such sale.))~~ Any
11 rules adopted pursuant to (a)(ii) of this subsection may not take
12 effect until January 1, 2013, including rules adopted prior to the
13 effective date of this section.

14 (3)(a)(i) Except as provided otherwise in (a)(ii) of this
15 subsection, existing owner-occupied single-family residences shall be
16 equipped with carbon monoxide alarms where any alterations, repairs, or
17 additions requiring a building permit occur.

18 (ii) The following activities are exempt from the requirements of
19 (a)(i) of this subsection: Work involving the exterior surfaces of
20 dwellings, such as the replacement of roofing or siding, the addition
21 or replacement of windows or doors, or the addition of a porch or deck,
22 and exterior work involving the installation, alteration, or repairs of
23 plumbing or mechanical systems.

24 (b) The state building code council must adopt rules by July 1,
25 2010, in accordance with the requirements of this subsection (3),
26 requiring that owner-occupied single-family residences are equipped
27 with carbon monoxide alarms when any interior alterations, interior
28 repairs, or interior additions to a single-family residence requiring
29 a building permit occur.

30 (4) The building code council may exempt categories of buildings
31 classified as residential occupancies if it determines that requiring
32 carbon monoxide alarms are unnecessary to protect the health and
33 welfare of the occupants.

34 ~~((+4))~~ (5) The rules adopted by the building code council under
35 this section must (a) consider applicable nationally accepted standards
36 and (b) require that the maintenance of a carbon monoxide alarm in a
37 building where a tenancy exists, including the replacement of

1 batteries, is the responsibility of the tenant, who shall maintain the
2 alarm as specified by the manufacturer.

3 **Sec. 2.** RCW 64.06.020 and 2009 c 505 s 3 and 2009 c 130 s 2 are
4 each reenacted and amended to read as follows:

5 (1) In a transaction for the sale of improved residential real
6 property, the seller shall, unless the buyer has expressly waived the
7 right to receive the disclosure statement under RCW 64.06.010, or
8 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
9 the buyer a completed seller disclosure statement in the following
10 format and that contains, at a minimum, the following information:

11 INSTRUCTIONS TO THE SELLER

12 Please complete the following form. Do not leave any spaces blank.
13 If the question clearly does not apply to the property write "NA." If
14 the answer is "yes" to any * items, please explain on attached sheets.
15 Please refer to the line number(s) of the question(s) when you provide
16 your explanation(s). For your protection you must date and sign each
17 page of this disclosure statement and each attachment. Delivery of the
18 disclosure statement must occur not later than five business days,
19 unless otherwise agreed, after mutual acceptance of a written contract
20 to purchase between a buyer and a seller.

21 NOTICE TO THE BUYER

22 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
23 PROPERTY LOCATED AT
24 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

25 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
26 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
27 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
28 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
29 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
30 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
31 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
32 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
33 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
34 THE TIME YOU ENTER INTO A SALE AGREEMENT.

35 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE

1 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
2 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
3 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

4 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
5 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
6 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
7 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
8 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
9 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
10 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
11 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
12 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
13 WARRANTIES.

14 Seller is/ is not occupying the property.

15 **I. SELLER'S DISCLOSURES:**

16 *If you answer "Yes" to a question with an asterisk (*), please explain your answer
17 and attach documents, if available and not otherwise publicly recorded. If necessary,
18 use an attached sheet.

- 19 **I. TITLE**
- 20 Yes No Don't know A. Do you have legal authority to sell
21 the property? If no, please explain.
- 22 Yes No Don't know *B. Is title to the property subject to
23 any of the following?
- 24 (1) First right of refusal
 - 25 (2) Option
 - 26 (3) Lease or rental agreement
 - 27 (4) Life estate?
- 28 Yes No Don't know *C. Are there any encroachments,
29 boundary agreements, or boundary
30 disputes?
- 31 Yes No Don't know *D. Is there a private road or easement
32 agreement for access to the property?
- 33 Yes No Don't know *E. Are there any rights-of-way,
34 easements, or access limitations that
35 may affect the Buyer's use of the
36 property?
- 37 Yes No Don't know *F. Are there any written agreements
38 for joint maintenance of an easement or
39 right-of-way?

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Yes No Don't know

* (b) If yes, has all or any portion of the water right not been used for five or more successive years?
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?
.....

B. Irrigation Water

Yes No Don't know

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

Yes No Don't know

* (a) If yes, has all or any portion of the water right not been used for five or more successive years?

Yes No Don't know

* (b) If so, is the certificate available? (If yes, please attach a copy.)

Yes No Don't know

* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?
.....

Yes No Don't know

* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:
.....

C. Outdoor Sprinkler System

Yes No Don't know

(1) Is there an outdoor sprinkler system for the property?

Yes No Don't know

* (2) If yes, are there any defects in the system?

Yes No Don't know

* (3) If yes, is the sprinkler system connected to irrigation water?

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- Public sewer system,
- On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
- Other disposal system, please describe:
.....

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. If public sewer system service is
2				available to the property, is the house
3				connected to the sewer main? If no,
4				please explain.
5			
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is the property subject to any
7				sewage system fees or charges in
8				addition to those covered in your
9				regularly billed sewer or on-site sewage
10				system maintenance service?
11				D. If the property is connected to an
12				on-site sewage system:
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(1) Was a permit issued for its
14				construction, and was it approved
15				by the local health department or
16				district following its construction?
17				(2) When was it last pumped ?
18			
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Are there any defects in the
20				operation of the on-site sewage
21				system?
22			<input type="checkbox"/> Don't know	(4) When was it last inspected?
23			
24				By whom:
25			<input type="checkbox"/> Don't know	(5) For how many bedrooms was
26				the on-site sewage system
27				approved?
28			 bedrooms
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	E. Are all plumbing fixtures, including
30				laundry drain, connected to the
31				sewer/on-site sewage system? If no,
32				please explain:
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Have there been any changes or
34				repairs to the on-site sewage system?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	G. Is the on-site sewage system,
36				including the drainfield, located entirely
37				within the boundaries of the property?
38				If no, please explain.
39			
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Does the on-site sewage system
41				require monitoring and maintenance
42				services more frequently than once a
43				year?
44			

1 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE
2 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH
3 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO
4 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM
5 5. SYSTEMS AND FIXTURES
6

7 **4. STRUCTURAL**

8 Yes No Don't know *A. Has the roof leaked within the last
9 five years?

10 Yes No Don't know *B. Has the basement flooded or
11 leaked?

12 Yes No Don't know *C. Have there been any conversions,
13 additions, or remodeling?

14 Yes No Don't know *(1) If yes, were all building
15 permits obtained?

16 Yes No Don't know *(2) If yes, were all final
17 inspections obtained?

18 Yes No Don't know D. Do you know the age of the house?
19 If yes, year of original construction:
20

21 Yes No Don't know *E. Has there been any settling,
22 slippage, or sliding of the property or its
23 improvements?

24 Yes No Don't know *F. Are there any defects with the
25 following: (If yes, please check
26 applicable items and explain.)

- 27 Foundations Decks Exterior Walls
28 Chimneys Interior Walls Fire Alarm
29 Doors Windows Patio
30 Ceilings Slab Floors Driveways
31 Pools Hot Tub Sauna
32 Sidewalks Outbuildings Fireplaces
33 Garage Floors Walkways Siding
34 Other Wood Stoves

35 Yes No Don't know *G. Was a structural pest or "whole
36 house" inspection done? If yes, when
37 and by whom was the inspection
38 completed?

39 Yes No Don't know H. During your ownership, has the
40 property had any wood destroying
41 organism or pest infestation?

42 Yes No Don't know I. Is the attic insulated?

43 Yes No Don't know J. Is the basement insulated?

44 Yes No Don't know K. Does the property have a carbon
45 monoxide alarm?

5. SYSTEMS AND FIXTURES

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*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Electrical system, including wiring, switches, outlets, and service |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Plumbing system, including pipes, faucets, fixtures, and toilets |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Hot water tank |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Garbage disposal |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Appliances |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Sump pump |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Heating and cooling systems |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Security system
<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Other |

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Security system |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Tanks (type): |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Satellite dish |
| | | | Other: |

*C. Are any of the following kinds of wood burning appliances present at the property?

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (1) Woodstove? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (2) Fireplace insert? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (3) Pellet stove? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (4) Fireplace? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

1 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
2 BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
3 NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN
4 THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
5 REGISTERED SEX OFFENDERS.

6 **II. BUYER'S ACKNOWLEDGMENT**

- 7 A. Buyer hereby acknowledges that: Buyer has a duty to pay
8 diligent attention to any material defects that are known to
9 Buyer or can be known to Buyer by utilizing diligent
10 attention and observation.
- 11 B. The disclosures set forth in this statement and in any
12 amendments to this statement are made only by the Seller and
13 not by any real estate licensee or other party.
- 14 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
15 real estate licensees are not liable for inaccurate information
16 provided by Seller, except to the extent that real estate
17 licensees know of such inaccurate information.
- 18 D. This information is for disclosure only and is not intended to
19 be a part of the written agreement between the Buyer and
20 Seller.
- 21 E. Buyer (which term includes all persons signing the "Buyer's
22 acceptance" portion of this disclosure statement below) has
23 received a copy of this Disclosure Statement (including
24 attachments, if any) bearing Seller's signature.

25 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
26 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
27 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
28 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
29 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
30 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
31 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
32 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
33 AGREEMENT.

34 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
35 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
36 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
37 DATE BUYER BUYER

38 (2) If the disclosure statement is being completed for new
39 construction which has never been occupied, the disclosure statement is
40 not required to contain and the seller is not required to complete the

1 questions listed in item 4. Structural or item 5. Systems and
2 Fixtures.

3 (3) The seller disclosure statement shall be for disclosure only,
4 and shall not be considered part of any written agreement between the
5 buyer and seller of residential property. The seller disclosure
6 statement shall be only a disclosure made by the seller, and not any
7 real estate licensee involved in the transaction, and shall not be
8 construed as a warranty of any kind by the seller or any real estate
9 licensee involved in the transaction.

--- END ---