

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5284

66th Legislature
2019 Regular Session

Passed by the Senate April 23, 2019
Yeas 47 Nays 0

President of the Senate

Passed by the House April 16, 2019
Yeas 96 Nays 0

Speaker of the House of Representatives

Approved

Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SECOND SUBSTITUTE SENATE BILL 5284** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5284

AS AMENDED BY THE HOUSE

Passed Legislature - 2019 Regular Session

State of Washington **66th Legislature** **2019 Regular Session**

By Senate Ways & Means (originally sponsored by Senators Lias, Wagoner, Van De Wege, and Hasegawa)

READ FIRST TIME 03/01/19.

1 AN ACT Relating to smoke detection devices; amending RCW
2 43.44.110 and 64.06.020; adding a new section to chapter 43.44 RCW;
3 adding a new section to chapter 48.19 RCW; creating new sections;
4 prescribing penalties; providing an effective date; and declaring an
5 emergency.

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

7 **Sec. 1.** RCW 43.44.110 and 1995 c 369 s 34 are each amended to
8 read as follows:

9 (1) Smoke detection devices shall be installed inside all
10 dwelling units:

11 (a) Occupied by persons other than the owner on and after
12 December 31, 1981; (~~or~~)

13 (b) Built or manufactured in this state after December 31, 1980;
14 or

15 (c) Sold on or after the effective date of this section.

16 (2) The smoke detection devices shall be designed, manufactured,
17 and installed inside dwelling units in conformance with:

18 (a) Nationally accepted standards; and

19 (b) As provided by the administrative procedure act, chapter
20 34.05 RCW, rules and regulations promulgated by the chief of the
21 Washington state patrol, through the director of fire protection.

1 (3) Installation of smoke detection devices shall be the
2 responsibility of the owner. Maintenance of smoke detection devices,
3 including the replacement of batteries where required for the proper
4 operation of the smoke detection device, shall be the responsibility
5 of the tenant, who shall maintain the device as specified by the
6 manufacturer. At the time of a vacancy, the owner shall insure that
7 the smoke detection device is operational prior to the reoccupancy of
8 the dwelling unit.

9 (4)(a) For any dwelling unit sold on or after the effective date
10 of this section that does not have at least one smoke detection
11 device, the seller shall provide at least one smoke detection device
12 in the dwelling unit before the buyer or any other person occupies
13 the dwelling unit following such sale. A violation of this subsection
14 does not affect the transfer of the title, ownership, or possession
15 of the dwelling unit.

16 (b) Real estate brokers licensed under chapter 18.85 RCW are not
17 liable in any civil, administrative, or other proceeding for the
18 failure of any seller or other property owner to comply with the
19 requirements of this section.

20 (c) Any person or entity that assists the buyer of a dwelling
21 with installing a smoke detection device, whether they are
22 voluntarily doing so or as a nonprofit, is not liable in any civil,
23 administrative, or other proceeding relating to the installation of
24 the smoke detection device.

25 (d) Interconnection of smoke detection devices is not required
26 where not already present in buildings undergoing repairs undertaken
27 solely as a condition of sale.

28 (5)(a) Except as provided in (b) of this subsection (5), any
29 owner, seller, or tenant failing to comply with this section shall be
30 punished by a fine of not more than two hundred dollars.

31 ((+5)) (b) Any owner failing to comply with this section shall be
32 punished by a fine of five thousand dollars if, after such failure, a
33 fire causes property damage, personal injury, or death to a tenant or
34 a member of a tenant's household. All moneys received pursuant to (a)
35 or (b) of this subsection, except for administrative costs for
36 enforcing the fine, shall be deposited into the smoke detection
37 device awareness account created in section 2 of this act.
38 Enforcement shall occur after a fire occurs and when it is evident
39 that the dwelling unit sold on or after the effective date of this

1 section did not have at least one smoke detection device. The
2 following may enforce this subsection:

3 (i) The chief of the fire department if the dwelling unit is
4 located within a city or town; or

5 (ii) The county fire marshal or other fire official so designated
6 by the county legislative authority if the dwelling unit is located
7 within unincorporated areas of a county.

8 (6) For the purposes of this section:

9 (a) "Dwelling unit" means a single unit providing complete,
10 independent living facilities for one or more persons including
11 permanent provisions for living, sleeping, eating, cooking, and
12 sanitation; and

13 (b) "Smoke detection device" means an assembly incorporating in
14 one unit a device which detects visible or invisible particles of
15 combustion, the control equipment, and the alarm-sounding device,
16 operated from a power supply either in the unit or obtained at the
17 point of installation.

18 NEW SECTION. Sec. 2. A new section is added to chapter 43.44
19 RCW to read as follows:

20 The smoke detection device awareness account is created in the
21 custody of the state treasurer. All receipts from fines imposed
22 pursuant to RCW 43.44.110(5) must be deposited into the account.
23 Expenditures from the account may be used only for the purposes of
24 raising public awareness of owners and tenants' duties pertaining to
25 smoke detection devices under RCW 43.44.110 and of the danger to life
26 and property resulting from a failure to comply with those duties and
27 for administrative costs related to enforcement of the fine created
28 in RCW 43.44.110(5)(b). Only the Washington state patrol, through the
29 director of fire protection or the director of fire protection's
30 authorized deputy, may authorize expenditures from the account. The
31 account is subject to the allotment procedures under chapter 43.88
32 RCW, but an appropriation is not required for expenditures.

33 **Sec. 3.** RCW 64.06.020 and 2015 c 110 s 1 are each amended to
34 read as follows:

35 (1) In a transaction for the sale of improved residential real
36 property, the seller shall, unless the buyer has expressly waived the
37 right to receive the disclosure statement under RCW 64.06.010, or
38 unless the transfer is otherwise exempt under RCW 64.06.010, deliver

1 to the buyer a completed seller disclosure statement in the following
2 format and that contains, at a minimum, the following information:

3 INSTRUCTIONS TO THE SELLER

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

13 NOTICE TO THE BUYER

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

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

27 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
28 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
29 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
30 OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

31 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
32 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
33 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
34 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
35 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
36 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
37 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
38 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A

1 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
2 OR WARRANTIES.

3 Seller is/ is not occupying the property.

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

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

8 **1. TITLE**

9 Yes No Don't know A. Do you have legal authority to sell
10 the property? If no, please explain.

11 Yes No Don't know *B. Is title to the property subject to
12 any of the following?

13 (1) First right of refusal

14 (2) Option

15 (3) Lease or rental agreement

16 (4) Life estate?

17 Yes No Don't know *C. Are there any encroachments,
18 boundary agreements, or boundary
19 disputes?

20 Yes No Don't know *D. Is there a private road or easement
21 agreement for access to the property?

22 Yes No Don't know *E. Are there any rights-of-way,
23 easements, or access limitations that
24 may affect the Buyer's use of the
25 property?

26 Yes No Don't know *F. Are there any written agreements
27 for joint maintenance of an easement
28 or right-of-way?

29 Yes No Don't know *G. Is there any study, survey project,
30 or notice that would adversely affect
31 the property?

32 Yes No Don't know *H. Are there any pending or existing
33 assessments against the property?

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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:

- Yes No Don't know B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.

- Yes No Don't know *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

- D. If the property is connected to an on-site sewage system:

- Yes No Don't know *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

(2) When was it last pumped?
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- Yes No Don't know *(3) Are there any defects in the operation of the on-site sewage system?

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Yes No Don't know E. Is the property equipped with carbon monoxide alarms?

(Note: Pursuant to RCW 19.27.530, seller must equip the residence with carbon monoxide alarms as required by the state building code.)

Yes No Don't know F. Is the property equipped with smoke ~~((alarms))~~ detection devices?

(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

Yes No Don't know A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

Yes No Don't know B. Are there regular periodic assessments:

\$. . . per Month Year
 Other

Yes No Don't know *C. Are there any pending special assessments?

Yes No Don't know *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

7. ENVIRONMENTAL

Yes No Don't know *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

Yes No Don't know *B. Does any part of the property contain fill dirt, waste, or other fill material?

Yes No Don't know *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

Yes No Don't know D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

Yes No Don't know *E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

Yes No Don't know *F. Has the property been used for commercial or industrial purposes?

Yes No Don't know *G. Is there any soil or groundwater contamination?

Yes No Don't know *H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

Yes No Don't know *I. Has the property been used as a legal or illegal dumping site?

Yes No Don't know *J. Has the property been used as an illegal drug manufacturing site?

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Yes No Don't know *K. Are there any radio towers in the area that cause interference with cellular telephone reception?

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

Yes No Don't know *A. Did you make any alterations to the home? If yes, please describe the alterations:

Yes No Don't know *B. Did any previous owner make any alterations to the home?

Yes No Don't know *C. If alterations were made, were permits or variances for these alterations obtained?

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Yes No Don't know *Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

NOTICE TO THE BUYER

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
5 OF 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
13 and 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
16 information provided by Seller, except to the extent that
17 real estate licensees know of such inaccurate information.
- 18 D. This information is for disclosure only and is not intended
19 to be a part of the written agreement between the Buyer
20 and Seller.
- 21 E. Buyer (which term includes all persons signing the
22 "Buyer's acceptance" portion of this disclosure statement
23 below) has received a copy of this Disclosure Statement
24 (including 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
30 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
31 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE
32 THE 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
37 PARTY.

38 DATE BUYER BUYER.

1 (2) If the disclosure statement is being completed for new
2 construction which has never been occupied, the disclosure statement
3 is not required to contain and the seller is not required to complete
4 the questions listed in item 4. Structural or item 5. Systems and
5 Fixtures.

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

13 NEW SECTION. **Sec. 4.** A new section is added to chapter 48.19
14 RCW to read as follows:

15 (1) In making rates for the insurance coverage for dwelling
16 units, insurers shall consider the benefits of fire alarms and smoke
17 detection devices in their rate making. If the insurer determines a
18 separate rate factor is valid, then an exhibit supporting these
19 changes and any credits or discounts resulting from any such changes
20 must be included in the initial filing supporting such change. An
21 insurer need not file any exhibits or offer any related discounts if:

22 (a) No changes are made to the credits or discounts already in
23 effect prior to the effective date of this section;

24 (b) It determines that there is no material anticipated change in
25 losses due to the use of such equipment; or

26 (c) Any potential credit or discount is not actuarially
27 supported.

28 (2) The commissioner shall report to the appropriate committees
29 of the legislature on any credits or discounts provided on insurance
30 premiums for fire alarms and smoke detection devices installed in
31 dwelling units. By December 31, 2020, and in compliance with RCW
32 43.01.036, the commissioner must submit a report to the appropriate
33 committees of the legislature that details the use of discounts prior
34 to and after the effective date of this section, and the type of fire
35 alarm or smoke detection device qualifying for a credit or discount.

36 (3) For the purposes of this section:

1 (a) " Dwelling unit " means a residential dwelling of any type,
2 including a single-family residence, apartment, condominium, or
3 cooperative unit.

4 (b) " Smoke detection device " or " smoke detection devices " means
5 an assembly incorporating in one unit a device which detects visible
6 or invisible particles of combustion, the control equipment, and the
7 alarm-sounding device, operated from a power supply either in the
8 unit or obtained at the point of installation.

9 (c) " Fire alarm " or " fire alarms " means any mechanical,
10 electrical or radio-controlled device that is designed to emit a
11 sound or transmit a signal or message when activated or any such
12 device that emits a sound and transmits a signal or message when
13 activated because of smoke, heat or fire.

14 (4) This section applies to rate filings for coverage for
15 dwelling units filed on or after January 1, 2020.

16 NEW SECTION. **Sec. 5.** This act shall be known and cited as the
17 Greg "Gibby" Gibson home fire safety act.

18 NEW SECTION. **Sec. 6.** Section 3 of this act is effective for
19 real estate transactions entered into on or after January 1, 2020.

20 NEW SECTION. **Sec. 7.** Section 1 of this act is necessary for the
21 immediate preservation of the public peace, health, or safety, or
22 support of the state government and its existing public institutions,
23 and takes effect July 1, 2019.

--- END ---