

E2SSB 5284 - H COMM AMD

By Committee on Consumer Protection & Business

NOT ADOPTED 04/16/2019

1 Strike everything after the enacting clause and insert the
2 following:

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

5 (1) Smoke detection devices shall be installed inside all
6 dwelling units:

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

9 (b) Built or manufactured in this state after December 31, 1980;
10 or

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

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

14 (a) Nationally accepted standards; and

15 (b) As provided by the administrative procedure act, chapter
16 34.05 RCW, rules and regulations promulgated by the chief of the
17 Washington state patrol, through the director of fire protection.

18 (3) Installation of smoke detection devices shall be the
19 responsibility of the owner. Maintenance of smoke detection devices,
20 including the replacement of batteries where required for the proper
21 operation of the smoke detection device, shall be the responsibility
22 of the tenant, who shall maintain the device as specified by the
23 manufacturer. At the time of a vacancy, the owner shall insure that
24 the smoke detection device is operational prior to the reoccupancy of
25 the dwelling unit.

26 (4) (a) For any dwelling unit sold on or after the effective date
27 of this section that does not have at least one smoke detection
28 device, the seller shall provide at least one smoke detection device
29 in the dwelling unit before the buyer or any other person occupies
30 the dwelling unit following such sale. A violation of this subsection
31 does not affect the transfer of the title, ownership, or possession
32 of the dwelling unit.

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

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

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

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

16 ~~((+5))~~ (b) Any owner failing to comply with this section shall
17 be punished by a fine of five thousand dollars if, after such
18 failure, a fire causes property damage, personal injury, or death to
19 a tenant or a member of a tenant's household. All moneys received
20 pursuant to (a) or (b) of this subsection shall be deposited into the
21 smoke detection device awareness account created in section 2 of this
22 act.

23 (6) Subsection (5)(b) of this section shall be enforced by the
24 chief of the Washington state patrol, through the director of fire
25 protection or the director of fire protection's authorized deputy.
26 Enforcement shall happen after a fire occurs and when it is evident
27 that the dwelling unit sold on or after the effective date of this
28 section did not have at least one smoke detection device. If
29 necessary, in lieu of the director of fire protection or the director
30 of fire protection's authorized deputy, the following may also
31 enforce this act:

32 (a) The chief of the fire department if the dwelling unit is
33 located within a city or town; or

34 (b) The county fire marshal or other fire official so designated
35 by the county legislative authority if the dwelling unit is located
36 within unincorporated areas of a county.

37 (7) For the purposes of this section:

38 (a) "Dwelling unit" means a single unit providing complete,
39 independent living facilities for one or more persons including

1 permanent provisions for living, sleeping, eating, cooking, and
2 sanitation; and

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

8 NEW SECTION. **Sec. 2.** A new section is added to chapter 43.44
9 RCW to read as follows:

10 The smoke detection device awareness account is created in the
11 custody of the state treasurer. All receipts from fines imposed
12 pursuant to RCW 43.44.110(5) must be deposited into the account.
13 Expenditures from the account may be used only for the purposes of
14 raising public awareness of owners and tenants' duties pertaining to
15 smoke detection devices under RCW 43.44.110 and of the danger to life
16 and property resulting from a failure to comply with those duties.
17 Only the Washington state patrol, through the director of fire
18 protection or the director of fire protection's authorized deputy,
19 may authorize expenditures from the account. The account is subject
20 to the allotment procedures under chapter 43.88 RCW, but an
21 appropriation is not required for expenditures.

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

24 (1) In a transaction for the sale of improved residential real
25 property, the seller shall, unless the buyer has expressly waived the
26 right to receive the disclosure statement under RCW 64.06.010, or
27 unless the transfer is otherwise exempt under RCW 64.06.010, deliver
28 to the buyer a completed seller disclosure statement in the following
29 format and that contains, at a minimum, the following information:

30 INSTRUCTIONS TO THE SELLER

31 Please complete the following form. Do not leave any spaces blank. If
32 the question clearly does not apply to the property write "NA." If
33 the answer is "yes" to any * items, please explain on attached
34 sheets. Please refer to the line number(s) of the question(s) when
35 you provide your explanation(s). For your protection you must date
36 and sign each page of this disclosure statement and each attachment.
37 Delivery of the disclosure statement must occur not later than five

1 business days, unless otherwise agreed, after mutual acceptance of a
2 written contract to purchase between a buyer and a seller.

3 NOTICE TO THE BUYER
4 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
5 THE PROPERTY LOCATED AT.
6 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

7 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
8 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
9 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
10 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
11 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
12 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
13 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
14 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
15 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
16 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

21 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
22 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
23 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
24 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
25 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
26 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
27 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
28 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
29 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
30 OR WARRANTIES.

31 Seller is/ is not occupying the property.

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

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

36 **1. TITLE**

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(1) The source of water for the property is:

Private or publicly owned water system

Private well serving only the subject property

* Other water system

Yes No Don't know *If shared, are there any written agreements?

Yes No Don't know *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes No Don't know *(3) Are there any problems or repairs needed?

Yes No Don't know (4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.

Yes No Don't know *(5) Are there any water treatment systems for the property? If yes, are they Leased Owned

Yes No Don't know *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?

Yes No Don't know (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

* (b) 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 *(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

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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?
.....

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

Don't know (4) When was it last inspected?
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By whom:

Don't know (5) For how many bedrooms was the on-site sewage system approved?
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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?

- 1 B. The disclosures set forth in this statement and in any
- 2 amendments to this statement are made only by the Seller
- 3 and not by any real estate licensee or other party.
- 4 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 5 real estate licensees are not liable for inaccurate
- 6 information provided by Seller, except to the extent that
- 7 real estate licensees know of such inaccurate information.
- 8 D. This information is for disclosure only and is not intended
- 9 to be a part of the written agreement between the Buyer
- 10 and Seller.
- 11 E. Buyer (which term includes all persons signing the
- 12 "Buyer's acceptance" portion of this disclosure statement
- 13 below) has received a copy of this Disclosure Statement
- 14 (including attachments, if any) bearing Seller's signature.

15 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
 16 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
 17 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
 18 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
 19 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT
 20 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
 21 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE
 22 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
 23 AGREEMENT.

24 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
 25 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
 26 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
 27 PARTY.

28 DATE BUYER BUYER.

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

34 (3) The seller disclosure statement shall be for disclosure only,
 35 and shall not be considered part of any written agreement between the
 36 buyer and seller of residential property. The seller disclosure
 37 statement shall be only a disclosure made by the seller, and not any
 38 real estate licensee involved in the transaction, and shall not be

1 construed as a warranty of any kind by the seller or any real estate
2 licensee involved in the transaction.

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

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

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

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

16 (c) Any potential credit or discount is not actuarially
17 supported.

18 (2) The commissioner shall report to the appropriate committees
19 of the legislature on any credits or discounts provided on insurance
20 premiums for fire alarms or smoke detection devices installed in
21 dwelling units. By December 31, 2020, and in compliance with RCW
22 43.01.036, the commissioner must submit a report to the appropriate
23 committees of the legislature that details the use of discounts prior
24 to and after the effective date of this section, and the type of fire
25 alarm or smoke detection device qualifying for a credit or discount.

26 (3) For the purposes of this section, "dwelling unit" means a
27 residential dwelling of any type, including a single-family
28 residence, apartment, condominium, or cooperative unit.

29 (4) For purposes of this section, "smoke detection device" has
30 the same meaning as provided in RCW 43.44.110(7)(b).

31 (5) This section applies to rate filings for coverage for
32 dwelling units filed on or after January 1, 2020.

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

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

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

5 Correct the title.

EFFECT: Adds "smoke detection device" in the section related to rates for dwelling unit insurance and exempts an insurance company already offering credits or discounts for smoke detection devices and fire alarms from filing exhibits with the Office of the Insurance Commissioner.

--- END ---