
SUBSTITUTE SENATE BILL 6283

State of Washington

53rd Legislature

1994 Regular Session

By Senate Committee on Government Operations (originally sponsored by Senators Haugen, Winsley, Spanel, Quigley, Drew, Erwin, Fraser and Ludwig)

Read first time 02/04/94.

1 AN ACT Relating to real estate disclosures; and adding a new
2 chapter to Title 64 RCW.

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

4 NEW SECTION. **Sec. 1.** This chapter applies only to residential
5 real property. For purposes of this chapter, residential real property
6 means:

7 (1) Real property consisting of, or improved by, one to four
8 dwelling units;

9 (2) A residential condominium as defined in RCW 64.34.020(9),
10 unless the sale is subject to the public offering statement requirement
11 in the Washington condominium act, chapter 64.34 RCW; and

12 (3) A residential timeshare, as defined in RCW 64.36.010(11),
13 unless subject to written disclosure under the Washington timeshare
14 act, chapter 64.36 RCW.

15 NEW SECTION. **Sec. 2.** This chapter does not apply to the following
16 transfers of residential real property:

- 1 (1) A foreclosure, deed-in-lieu of foreclosure, or a sale by a
- 2 lienholder who acquired the residential real property through
- 3 foreclosure or deed-in-lieu of foreclosure;
- 4 (2) A gift or other transfer to a family member;
- 5 (3) A transfer between spouses in connection with a marital
- 6 dissolution;
- 7 (4) A transfer where a buyer had an ownership interest in the
- 8 property within two years of the date of the transfer; and
- 9 (5) The granting of a lien encumbering the property.

10 NEW SECTION. **Sec. 3.** (1) In a transaction for the sale of
11 residential real property, the seller shall, unless the transfer is
12 exempt under section 2 of this act, deliver to the buyer a completed
13 real property transfer disclosure statement in the following form:

14 INSTRUCTIONS TO THE SELLER

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

24 NOTICE TO THE BUYER

25 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE
26 CONDITION OF THE PROPERTY LOCATED AT
27 ("THE PROPERTY"), LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

28 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
29 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS
30 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE . . . BUSINESS
31 DAYS, OR THREE BUSINESS DAYS IF NOT FILLED IN, FROM THE SELLER'S
32 DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY
33 DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE
34 SELLER, UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE
35 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE
36 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

1 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A
2 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

3 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
4 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
5 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
6 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
7 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
8 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
9 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
10 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
11 INSPECTION, DEFECTS OR WARRANTIES.

12 Seller is/ is not occupying the property.

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

14 *If "Yes" attach a copy or explain. If necessary use an attached
15 sheet.

16 **1. TITLE**

17 Yes No Don't know A. Do you have legal authority to sell
18 the property?

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

21 (1) First right of refusal

22 (2) Option

23 (3) Lease or rental agreement

24 (4) Life estate?

25 Yes No Don't know *C. Are there any encroachments,
26 boundary agreements, or boundary
27 disputes?

28 Yes No Don't know *D. Are there any rights of way,
29 easements, or access limitations that
30 may affect the owner's use of the
31 property?

32 Yes No Don't know *E. Are there any written agreements
33 for joint maintenance of an easement or
34 right of way?

35 Yes No Don't know *F. Is there any study, survey project,
36 or notice that would adversely affect
37 the property?

1 []Yes []No []Don't know
2
3 []Yes []No []Don't know
4
5
6
7
8 []Yes []No []Don't know
9
10 []Yes []No []Don't know
11
12

*G. Are there any pending or existing assessments against the property?
*H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the subject property that would affect future construction or remodeling?
*I. Is there a boundary survey for the property?
*J. Are there any covenants, conditions, or restrictions which affect the property?

13

2. WATER

14

A. Household Water

15

(1) The source of the water is
[]Public []Community []Private
[]Shared

16

17

18

(2) Water source information:

19 []Yes []No []Don't know

*a. Are there any written agreements for shared water source?

20

21

22 []Yes []No []Don't know

*b. Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

23

24

25

26 []Yes []No []Don't know

*c. Are any known problems or repairs needed?

27

28 []Yes []No []Don't know

*d. Does the source provide an adequate year round supply of potable water?

29

30

31 []Yes []No []Don't know

*(3) Are there any water treatment systems for the property?
[]Leased []Owned

32

33

34

B. Irrigation

35 []Yes []No []Don't know

(1) Are there any water rights for the property?

36

37 []Yes []No []Don't know

*(2) If they exist, to your knowledge, have the water rights

38

1 been used during the last five-
2 year period?
3 [] Yes [] No [] Don't know *(3) If so, is the certificate
4 available?

5 C. Outdoor Sprinkler System
6 (1) Is there an outdoor sprinkler
7 system for the property?

8 [] Yes [] No [] Don't know *(2) Are there any defects in the
9 outdoor sprinkler system?

10 **3. SEWER/SEPTIC SYSTEM**

11 A. The property is served by:
12 [] Public sewer main, [] Septic tank
13 system [] Other disposal system
14 (describe)

15
16 B. If the property is served by a
17 public or community sewer main, is the
18 house connected to the main?

19 C. If the property is connected to a
20 septic system:

21 (1) Was a permit issued for its
22 construction, and was it approved
23 by the city or county following
24 its construction?

25 (2) When was it last pumped:
26 , 19. . .

27 *(3) Are there any defects in the
28 operation of the septic system?

29 (4) When was it last inspected?
30 , 19. . .

31 By Whom:

32 (5) How many bedrooms was the
33 system approved for?
34 bedrooms

35 *D. Do all plumbing fixtures, including
36 laundry drain, go to the septic/sewer
37 system? If no, explain:

38 *E. Are you aware of any changes or
39 repairs to the septic system?

1 []Yes []No []Don't know F. Is the septic tank system, including
2 the drainfield, located entirely within
3 the boundaries of the property?

4 **4. STRUCTURAL**

5 []Yes []No []Don't know *A. Has the roof leaked?
6 []Yes []No []Don't know If yes, has it been repaired?

7 []Yes []No []Don't know *B. Have there been any conversions,
8 additions, or remodeling?

9 []Yes []No []Don't know *1. If yes, were all building
10 permits obtained?

11 []Yes []No []Don't know *2. If yes, were all final
12 inspections obtained?

13 []Yes []No []Don't know C. Do you know the age of the house?
14 If yes, year of original construction:

15

16 []Yes []No []Don't know *D. Do you know of any settling,
17 slippage, or sliding of the house or
18 other improvements? If yes, explain:

19

20 []Yes []No []Don't know *E. Do you know of any defects with the
21 following: (Please check applicable
22 items)

- | | | | |
|----|--|---|---|
| 23 | <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| 24 | <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| 25 | <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| 26 | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| 27 | <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |
| 28 | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces |
| 29 | <input type="checkbox"/> Garage Floors | | <input type="checkbox"/> Walkways |
| 30 | <input type="checkbox"/> Other | | <input type="checkbox"/> Wood Stoves |

31 []Yes []No []Don't know *F. Was a pest or dry rot, structural
32 or "whole house" inspection done? When
33 and by whom was the inspection
34 completed?

35 []Yes []No []Don't know *G. Since assuming ownership, has your
36 property had a problem with wood
37 destroying organisms and/or have there

1 []Yes []No []Don't know *B. Does the property contain fill
2 material?
3 []Yes []No []Don't know *C. Is there any material damage to the
4 property or any of the structure from
5 fire, wind, floods, beach movements,
6 earthquake, expansive soils, or
7 landslides?
8 []Yes []No []Don't know D. Is the property in a designated
9 flood plain?
10 []Yes []No []Don't know E. Is the property in a designated
11 hazard zone?
12 []Yes []No []Don't know *F. Are there any substances,
13 materials, or products that may be an
14 environmental hazard such as, but not
15 limited to, asbestos, formaldehyde,
16 radon gas, lead-based paint, fuel or
17 chemical storage tanks, and
18 contaminated soil or water on the
19 subject property?
20 []Yes []No []Don't know *G. Are there any tanks or underground
21 storage tanks (e.g., chemical, fuel,
22 etc.) on the property?
23 []Yes []No []Don't know *H. Has the property ever been used as
24 an illegal drug manufacturing site?

25 **8. FULL DISCLOSURE BY SELLERS**

26 A. Other conditions or defects:
27 []Yes []No []Don't know *Are there any other material defects
28 affecting this property or its value
29 that a prospective buyer should know
30 about?
31 B. Verification:
32 The foregoing answers and attached
33 explanations (if any) are complete and
34 correct to the best of my/our knowledge
35 and I/we have received a copy hereof.
36 I/we authorize all of my/our real
37 estate licensees, if any, to deliver a
38 copy of this disclosure statement to

1 other real estate licensees and all
2 prospective buyers of the property.

3 DATE SELLER SELLER

4 **II. BUYER'S ACKNOWLEDGMENT**

5 A. As buyer(s), I/we acknowledge the duty to pay
6 diligent attention to any material defects which
7 are known to me/us or can be known to me/us by
8 utilizing diligent attention and observation.

9 B. Each buyer acknowledges and understands that the
10 disclosures set forth in this statement and in
11 any amendments to this statement are made only by
12 the seller.

13 C. Buyer (which term includes all persons signing
14 the "buyer's acceptance" portion of this
15 disclosure statement below) hereby acknowledges
16 receipt of a copy of this disclosure statement
17 (including attachments, if any) bearing seller's
18 signature.

19 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
20 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF
21 DISCLOSURE. YOU, THE BUYER, HAVE . . . BUSINESS DAYS (OR THREE
22 BUSINESS DAYS IF NOT FILLED IN) FROM THE SELLER'S DELIVERY OF THIS
23 SELLER'S DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR
24 SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER UNLESS
25 YOU WAIVE THIS RIGHT OF REVOCATION.

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

30 DATE BUYER BUYER

31 (2) The real property transfer disclosure statement shall be for
32 disclosure only, and shall not be considered part of any written
33 agreement between the buyer and seller of residential real property.
34 The real property transfer disclosure statement shall be only a
35 disclosure made by the seller, and not any real estate licensee
36 involved in the transaction, and shall not be construed as a warranty
37 of any kind by the seller or any real estate licensee involved in the
38 transaction.

1 NEW SECTION. **Sec. 4.** Within five business days, or as otherwise
2 agreed to, of mutual acceptance of a written agreement between a buyer
3 and a seller for the purchase and sale of residential real property,
4 the seller shall deliver to the buyer a completed, signed, and dated
5 real property transfer disclosure statement. Within three business
6 days, or as otherwise agreed to, of receipt of the real property
7 transfer disclosure statement, the buyer shall have the right to
8 exercise one of the following two options: (1) Approving and accepting
9 the real property transfer disclosure statement; or (2) rescinding the
10 agreement for the purchase and sale of the property. If the buyer
11 elects to rescind the agreement, the buyer must deliver written notice
12 of rescission to the seller within the three-business-day period, or as
13 otherwise agreed to, and upon delivery of the written rescission notice
14 the buyer shall be entitled to immediate return of all deposits and
15 other considerations less any agreed disbursements paid to the seller,
16 or to the seller's agent or an escrow agent for the seller's account,
17 and the agreement for purchase and sale shall be void. If the buyer
18 does not deliver a written rescission notice to seller within the three-
19 business-day period, or as otherwise agreed to, the real property
20 transfer disclosure statement will be deemed approved and accepted by
21 the buyer.

22 NEW SECTION. **Sec. 5.** (1) If, after the date that a seller of
23 residential real property completes a real property transfer disclosure
24 statement, the seller becomes aware of additional information, or an
25 adverse change occurs which makes any of the disclosures made
26 inaccurate, the seller shall amend the real property transfer
27 disclosure statement, and deliver the amendment to the buyer. No
28 amendment shall be required, however, if the seller takes whatever
29 corrective action is necessary so that the accuracy of the disclosure
30 is restored at least three days prior to the closing date. Unless the
31 adverse change is corrected or repaired by the seller prior to the
32 closing date, the buyer shall have the right to exercise one of the
33 following two options: (a) Approving and accepting the amendment, or
34 (b) rescinding the agreement of purchase and sale of the property
35 within three business days after receiving the amended real property
36 transfer disclosure statement. Acceptance or rescission shall be subject
37 to the same procedures described in section 4 of this act. If the
38 closing date provided in the purchase and sale agreement is scheduled

1 to occur within the three-day rescission period provided for in this
2 section, the closing date shall be extended until the expiration of the
3 three-day rescission period. The buyer shall have no right of
4 rescission if the seller takes whatever action is necessary so that the
5 accuracy of the disclosure is restored at least three days prior to the
6 closing date.

7 (2) In the event any act, occurrence, or agreement arising or
8 becoming known after the closing of a residential real property
9 transfer causes a real property transfer disclosure statement to be
10 inaccurate in any way, the seller of such property shall have no
11 obligation to amend the disclosure statement, and the buyer shall not
12 have the right to rescind the transaction under this chapter.

13 (3) If the seller in a residential real property transfer fails or
14 refuses to provide to the prospective buyer a real property transfer
15 disclosure statement as required under this chapter, the prospective
16 buyer's right of rescission under this section shall apply until the
17 transfer has closed, unless the buyer has otherwise waived the right of
18 rescission in writing. Closing is deemed to occur when the buyer has
19 paid the purchase price, or down payment, and the conveyance document,
20 including a deed or real estate contract, from the seller has been
21 delivered and recorded. After closing, the seller's obligation to
22 deliver the real property transfer disclosure statement and the buyer's
23 rights and remedies under this chapter shall terminate.

24 NEW SECTION. **Sec. 6.** (1) The seller of residential real property
25 shall not be liable for any error, inaccuracy, or omission in the real
26 property transfer disclosure statement if the seller had no personal
27 knowledge of the error, inaccuracy, or omission, or if the disclosure
28 was based on information provided by public agencies, or by other
29 persons providing information within the scope of their professional
30 license or expertise, including, but not limited to, a report or
31 opinion delivered by a land surveyor, structural inspector, pest
32 inspector, licensed engineer, or contractor.

33 (2) Any licensed real estate salesperson or broker involved in a
34 residential real property transaction is not liable for any error,
35 inaccuracy, or omission in the real property transfer disclosure
36 statement if the licensee had no personal knowledge of the error,
37 inaccuracy, or omission, or if the disclosure was based on information
38 provided by public agencies, or by other persons providing information

1 within the scope of their professional license or expertise, including,
2 but not limited to, a report or opinion delivered by a land surveyor,
3 structural inspector, pest inspector, licensed engineer, or contractor.

4 NEW SECTION. **Sec. 7.** The legislature finds that the practices
5 covered by this chapter are not matters vitally affecting the public
6 interest for the purpose of applying the consumer protection act,
7 chapter 19.86 RCW.

8 NEW SECTION. **Sec. 8.** Nothing in this chapter shall extinguish or
9 impair any rights or remedies of a buyer of real estate against the
10 seller or against any agent acting for the seller otherwise existing
11 pursuant to common law, statute, or contract.

12 NEW SECTION. **Sec. 9.** Sections 1 through 8 of this act shall
13 constitute a new chapter in Title 64 RCW.

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