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SUBSTITUTE SENATE BILL 5375

State of Washington 61st Legislature 2009 Regular Session

By Senate Financial Institutions, Housing & Insurance (originally sponsored by Senator Fairley)

READ FIRST TIME 02/18/09.

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- AN ACT Relating to adding questions about wood burning appliances to the seller's disclosure statement for residential real property
- 3 transfers; amending RCW 64.06.020; and creating a new section.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

NEW SECTION. Sec. 1. The legislature finds that the real estate seller disclosure statement is an effective method of informing prospective purchasers of residential real property of matters within a seller's personal knowledge regarding the condition of the real The legislature also finds that residential woodsmoke is subject to increasing regulatory scrutiny under the federal clean air act as a part of improving environmental and public health, and that compliance with these requirements is necessary for the state to avoid a federal nonattainment designation that could adversely affect access to sources of federal transportation funding. The legislature also finds that a stakeholder group has reviewed the issue of how to address residential woodsmoke issues and concluded that the type and status of wood burning appliances in residences should be a subject of the seller disclosure statement. Therefore, it is the intent of the legislature

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- 1 to amend the real estate seller disclosure statement to include wood
- 2 burning appliances.
- 3 **Sec. 2.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read 4 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. If
- 13 the question clearly does not apply to the property write "NA." If the
- 14 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
- 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'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
- 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 attach		a avanable and not on	ierwise publicly recorded. If necessary,			
19				1. 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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1 2	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the
3				property?
4 5	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
6	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
7				nonconforming uses, or any unusual
8				restrictions on the property that would
9				affect future construction or
10				remodeling?
11	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
12				property?
13	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
14				conditions, or restrictions which affect
15				the property?
16				2. WATER
177				
17				A. Household Water
18				(1) The source of water for the
19				property is:
20				[] Private or publicly owned water
21 22				system
23				[] Private well serving only the subject property
24				*[] Other water system
25	[] Vos	[] No	[] Don't know	*If shared, are there any written
26	[] Yes	[]100	[] Don't know	agreements?
27	[] Vos	[] No	[] Don't know	
28	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or
29				maintenance of the water source?
30	[] V	[] NJ-	[] Dank langur	
31	[] Yes	[] No	[] Don't know	*(3) Are there any known problems or repairs needed?
32	£1.37	r i N	DD M	-
33	[] Yes	[] No	[] Don't know	(4) During your ownership, has the source provided an adequate
34				year-round supply of potable
35				water? If no, please explain.
36	[]Yes	[] No	[] Don't know	*(5) Are there any water treatment
37	[] Tes	[]100	[] Don't know	systems for the property? If yes,
38				are they []Leased []Owned
39	[]Yes	[] No	[] Don't know	*(6) Are there any water rights for
40	[]168	[]110	[] Don't know	the property associated with its
41				domestic water supply, such as a
42				water right permit, certificate, or
43				claim?
44	[]Yes	[] No	[] Don't know	(a) If yes, has the water right
45	[] 100	1,1.0	. 1 =	permit, certificate, or claim been
46				assigned, transferred, or changed?

1				(b) If yes, has all or any portion of
2				the water right not been used for
3				five or more successive years? (If yes, please explain.)
5				
6				B. Irrigation Water
7	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
8				rights for the property, such as a
9 10				water right permit, certificate, or claim?
	53.37	£337	DD H	
11 12	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
13				the water right not been used for five or more successive years?
14	[]V	LIN-	[] D-uk l-u	•
15	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate available? (If yes, please attach a
16				copy.)
17	[]Yes	[] No	[] Don't know	(c) If so, has the water right
18	[] 103	[]110	[] Don't know	permit, certificate, or claim been
19				assigned, transferred, or changed?
20				If so, explain:
21				
22	[] Yes	[] No	[] Don't know	(2) Does the property receive
23	23		<u> </u>	irrigation water from a ditch
24				company, irrigation district, or
25				other entity? If so, please identify
26				the entity that supplies water to the
27				property:
28				
29				C. Outdoor Sprinkler System
30	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
31				system for the property?
32	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in
33				the system?
34	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
35				connected to irrigation water?
36				3. SEWER/ON-SITE SEWAGE
37				SYSTEM
38				A. The property is served by:
39				[] Public sewer system,
40				[] On-site sewage system (including
41				pipes, tanks, drainfields, and all other
42				component parts)
43				[] Other disposal system, please
44				describe:
45				

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1	[] Yes	[] No	[] 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	[] Yes	[] No	[] 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 10				regularly billed sewer or on-site sewage system maintenance service?
				•
11				D. If the property is connected to an
12				on-site sewage system:
13	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
14 15				construction, and was it approved
16				by the local health department or district following its construction?
17				(2) When was it last pumped:
				• •
18				
19	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
20				operation of the on-site sewage
21				system?
22			[] Don't know	(4) When was it last inspected?
23				
24				By whom:
25			[] Don't know	(5) For how many bedrooms was
26				the on-site sewage system
27				approved?
28				bedrooms
29	[] Yes	[] No	[] 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	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
34				repairs to the on-site sewage system?
35	[] Yes	[] No	[] 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	[] Yes	[] No	[] Don't know	H. Does the on-site sewage system
41 42				require monitoring and maintenance services more frequently than once a
43				year? If yes, please explain.
44				year: If yes, piease explain:

1	NOTICE	: IF THIS RES	SIDENTIAL REAL	PROPERTY DIS	CLOSURE		
2		STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH					
3		HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM					
4 5		ETE THE QUE EMS AND FIX		NIIEM 4. SIKU	CTURAL OR ITEM		
6	J. 5151	2	TOTAL				
·				4. STRUCTU	RAL		
7	[] Yes	[] No	[] Don't know	*A. Has the ro	of leaked?		
9	[] Yes	[] No	[] Don't know	*B. Has the baleaked?	sement flooded or		
10 11	[] Yes	[] No	[] Don't know	*C. Have there additions, or re	e been any conversions, modeling?		
12	[] Yes	[] No	[] Don't know	*(1) If yes	s, were all building		
13				permits ob	tained?		
14	[] Yes	[] No	[] Don't know	*(2) If yes	s, were all final		
15				inspection	s obtained?		
16	[] Yes	[] No	[] Don't know	D. Do you kno	ow the age of the house?		
17				If yes, year of o	original construction:		
18							
19	[] Yes	[] No	[] Don't know	*E. Has there	been any settling,		
20					ding of the property or its		
21				improvements			
22	[] Yes	[] No	[] Don't know		any defects with the		
23 24				applicable item	yes, please check		
25					-		
		Foundations	□ Decks	S	□ Exterior Walls		
26		Chimneys	□ Interi	or Walls	□ Fire Alarm		
27		Doors	□ Wind	ows	□ Patio		
28		Ceilings	□ Slab Floors		□ Driveways		
29		Pools	□ Hot T	'ub	□ Sauna		
30		Sidewalks	□ Outbu	iildings	□ Fireplaces		
31		Garage Floors	□ Walk	ways	□ Siding		
32		Other		l Stoves			
33 34	[] Yes	[] No	[] Don't know		structural pest or "whole ion done? If yes, when		
35				_	m was the inspection		
36				-	· · · · · · · · · · · · · · · · · · ·		
37	[] Yes	[] No	[] Don't know	H. During you	r ownership, has the		
38				property had an	ny wood destroying		
39				organism or pe	st infestation?		
40	[] Yes	[] No	[] Don't know	I. Is the attic in	nsulated?		
41	[] Yes	[] No	[] Don't know	J. Is the basem	ent insulated?		
42				5. SYSTEMS	AND FIXTURES		
43				•	the following systems or		
44					luded with the transfer,		
45 46				-	efects? If yes, please		
				explain.			

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1 2	[] Yes	[] No	[] Don't know	Electrical system, including wiring, switches, outlets, and
3				service
4 5	[] Yes	[] No	[] Don't know	Plumbing system, including pipes, faucets, fixtures, and toilets
6	[] Yes	[] No	[] Don't know	Hot water tank
7	[]Yes	[] No	[] Don't know	Garbage disposal
8	[]Yes	[] No	[] Don't know	Appliances
9	[]Yes	[] No	[] Don't know	Sump pump
10	[] Yes	[] No	[] Don't know	Heating and cooling systems
11	[] Yes	[] No	[] Don't know	Security system
12	[] Tes	[]NO	[] Don't know	[] Owned [] Leased
13				Other
14				*B. If any of the following fixtures or
15				property is included with the transfer,
16				are they leased? (If yes, please attach
17				copy of lease.)
18	[]Yes	[] No	[] Don't know	Security system
19	[]Yes	[] No	[] Don't know	Tanks (type):
20	[]Yes	[] No	[] Don't know	Satellite dish
21	[]	[]	[]=========	Other:
22				
23				6. HOMEOWNERS'
24				ASSOCIATION/COMMON INTERESTS
0.5	F137	£1.N	61D 141	
25 26	[] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association
27				Absociation Paint of Association
28	[]Yes	[] No	[] Don't know	B. Are there regular periodic
29	[] 103	[]1.0	[] Don't mio'	assessments:
30				\$ per [] Month [] Year
31				[] Other
32	[]Yes	[] No	[] Don't know	*C. Are there any pending special
33				assessments?
34	[]Yes	[] No	[] Don't know	*D. Are there any shared "common
35				areas" or any joint maintenance
36				agreements (facilities such as walls,
37				fences, landscaping, pools, tennis
38				courts, walkways, or other areas co-
39				owned in undivided interest with
40				others)?
41				7. ENVIRONMENTAL
42	[] Yes	[] No	[] Don't know	*A. Have there been any drainage
43				problems on the property?
44	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
45				material?

1	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
2				property from fire, wind, floods, beach
3				movements, earthquake, expansive
4				soils, or landslides?
5	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
6 7				floodplains, or critical areas on the
	£1.37	f 1 N	DD M	property?
8 9	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials, or products on the property
10				that may be environmental concerns,
11				such as asbestos, formaldehyde, radon
12				gas, lead-based paint, fuel or chemical
13				storage tanks, or contaminated soil or
14				water?
15	[] Yes	[] No	[] Don't know	*F. Has the property been used for
16				commercial or industrial purposes?
17	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
18				contamination?
19	[] Yes	[] No	[] Don't know	*H. Are there transmission poles,
20				transformers, or other utility equipment
21				installed, maintained, or buried on the
22				property?
23	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
24				legal or illegal dumping site?
25 26	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
	£3.87		618 bi	illegal drug manufacturing site?
27 28	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the area that may cause interference with
29				telephone reception?
30				*L. Are any of the following kinds of
31				wood burning appliances present at the
32				property?
33	[] Yes	[] No	Don't know	(1) Wood stove?
34	[]Yes	[] No	[] Don't know	(2) Fireplace insert?
35	[]Yes	[] No	Don't know	(3) Pellet stove?
36	[] Yes	[] No	Don't know	(4) Fireplace?
37	[]Yes	[] No	Don't know	If yes, are all of the (1) woodstoves or
38	11103	1110	1 Don't Know	(2) fireplace inserts certified by the
39				United States environmental protection
40				agency as clean burning appliances to
41				improve air quality and public health?
42				8. MANUFACTURED AND
43				MOBILE HOMES
44				If the property includes a manufactured
45				or mobile home,

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1 2 3	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations:		
4	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any		
5				alterations to the home? If yes, please		
6				describe the alterations:		
7	[] Yes	[] No	[] Don't know	*C. If alterations were made, were		
8				permits or variances for these alterations		
9				obtained?		
10				A FULL DISCLOSURE BY		
11				9. FULL DISCLOSURE BY		
				SELLERS		
12				A. Other conditions or defects:		
13	[] Yes	[] No	[] Don't know	*Are there any other existing material		
14				defects affecting the property that a		
15				prospective buyer should know about?		
16				B. Verification:		
17				The foregoing answers and attached		
18				explanations (if any) are complete and		
19				correct to the best of my/our knowledge		
20				and I/we have received a copy hereof.		
21				I/we authorize all of my/our real estate		
22				licensees, if any, to deliver a copy of		
23				this disclosure statement to other real		
24				estate licensees and all prospective		
25				buyers of the property.		
26						
	DATE		SELLER	SELLER		
27			NOTICE TO T	THE BUYER		
28	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY					
29	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS					
30	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN					
31	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF					
32	REGISTER	ED SEX O	FFENDERS.			
33		II RIIVI	ER'S ACKNOWLEI	DOMENT		
2.4						
34		A.		owledges that: Buyer has a duty to pay		
35			=	any material defects that are known to		
36			-	own to Buyer by utilizing diligent		
37			attention and observ	vation.		
38		В.	The disclosures set	forth in this statement and in any		
39			amendments to this	statement are made only by the Seller and		
40			not by any real esta	te licensee or other party.		
41		C.	Buyer acknowledge	es that, pursuant to RCW 64.06.050(2),		
42			real estate licensees	are not liable for inaccurate information		
43			provided by Seller,	except to the extent that real estate		
44			-	uch inaccurate information.		

3	Seller.
4	E. Buyer (which term includes all persons signing the "Buyer's
5	acceptance" portion of this disclosure statement below) has
6 7	received a copy of this Disclosure Statement (including
8	attachments, if any) bearing Seller's signature. DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
9	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
10	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
11	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
12	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
13	RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
14	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
15	RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
16	AGREEMENT.
17	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
18	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
19	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
20	DATE BUYER BUYER
21	(2) If the disclosure statement is being completed for new
22	construction which has never been occupied, the disclosure statement is
23	not required to contain and the seller is not required to complete the
24	questions listed in item 4. Structural or item 5. Systems and
25	Fixtures.
26	(3) The seller disclosure statement shall be for disclosure only,
27	and shall not be considered part of any written agreement between the
28	buyer and seller of residential property. The seller disclosure

This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and

--- END ---

statement shall be only a disclosure made by the seller, and not any

real estate licensee involved in the transaction, and shall not be

construed as a warranty of any kind by the seller or any real estate

licensee involved in the transaction.

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