

2 **SSB 6283 - H COMM AMD ADOPTED 3-2-94**
3 By Committee on Local Government

4

5 Strike everything after the enacting clause and insert the
6 following:

7 "NEW SECTION. **Sec. 1.** This chapter applies only to residential
8 real property. For purposes of this chapter, residential real property
9 means:

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

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

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

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

20 (1) A foreclosure, deed-in-lieu of foreclosure, or a sale by a
21 lienholder who acquired the residential real property through
22 foreclosure or deed-in-lieu of foreclosure;

23 (2) A gift or other transfer to a parent, spouse, or child of a
24 transferor or child of any parent or spouse of a transferor;

25 (3) A transfer between spouses in connection with a marital
26 dissolution;

27 (4) A transfer where a buyer had an ownership interest in the
28 property within two years of the date of the transfer including, but
29 not limited to, an ownership interest as a partner in a partnership, a
30 limited partner in a limited partnership, a shareholder in a
31 corporation, a leasehold interest, or transfers to and from a
32 facilitator pursuant to a tax deferred exchange;

33 (5) A transfer of an interest that is less than fee simple, except
34 that the transfer of a vendee's interest under a real estate contract
35 is subject to the requirements of this chapter; and

1 (6) A transfer made by the personal representative of the estate of
2 the decedent or by a trustee in bankruptcy.

3 NEW SECTION. **Sec. 3.** (1) In a transaction for the sale of
4 residential real property, the seller shall, unless the buyer has
5 expressly waived the right to receive the disclosure statement, or
6 unless the transfer is exempt under section 2 of this act, deliver to
7 the buyer a completed real property transfer disclosure statement in
8 the following form:

9 INSTRUCTIONS TO THE SELLER

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

19 NOTICE TO THE BUYER

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

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

34 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
35 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
36 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
37 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,

1 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
2 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
3 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
4 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
5 INSPECTION, DEFECTS OR WARRANTIES.

6 Seller is/ is not occupying the property.

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

8 *If "Yes" attach a copy or explain. If necessary use an attached
9 sheet.

10 **1. TITLE**

- 11 []Yes []No []Don't know A. Do you have legal authority to sell
12 the property?
- 13 []Yes []No []Don't know *B. Is title to the property subject to
14 any of the following?
15 (1) First right of refusal
16 (2) Option
17 (3) Lease or rental agreement
18 (4) Life estate?
- 19 []Yes []No []Don't know *C. Are there any encroachments,
20 boundary agreements, or boundary
21 disputes?
- 22 []Yes []No []Don't know *D. Are there any rights of way,
23 easements, or access limitations that
24 may affect the owner's use of the
25 property?
- 26 []Yes []No []Don't know *E. Are there any written agreements
27 for joint maintenance of an easement or
28 right of way?
- 29 []Yes []No []Don't know *F. Is there any study, survey project,
30 or notice that would adversely affect
31 the property?
- 32 []Yes []No []Don't know *G. Are there any pending or existing
33 assessments against the property?
- 34 []Yes []No []Don't know *H. Are there any zoning violations,
35 nonconforming uses, or any unusual
36 restrictions on the subject property

1 that would affect future construction
2 or remodeling?
3 Yes No Don't know *I. Is there a boundary survey for the
4 property?
5 Yes No Don't know *J. Are there any covenants,
6 conditions, or restrictions which
7 affect the property?

8 **2. WATER**

9 A. Household Water

10 (1) The source of the water is
11 Public Community Private
12 Shared

13 (2) Water source information:

14 Yes No Don't know *a. Are there any written
15 agreements for shared water
16 source?

17 Yes No Don't know *b. Is there an easement
18 (recorded or unrecorded) for
19 access to and/or maintenance
20 of the water source?

21 Yes No Don't know *c. Are any known problems or
22 repairs needed?

23 Yes No Don't know *d. Does the source provide
24 an adequate year round supply
25 of potable water?

26 Yes No Don't know *(3) Are there any water treatment
27 systems for the property?
28 Leased Owned

29 B. Irrigation

30 Yes No Don't know (1) Are there any water rights for
31 the property?

32 Yes No Don't know *(2) If they exist, to your
33 knowledge, have the water rights
34 been used during the last five-
35 year period?

36 Yes No Don't know *(3) If so, is the certificate
37 available?

38 C. Outdoor Sprinkler System

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

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

2

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

*(2) Are there any defects in the outdoor sprinkler system?

4

5

3. SEWER/SEPTIC SYSTEM

6

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

7

8

9

10

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

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

12

13

14

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

15

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

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

17

18

19

20

(2) When was it last pumped:

21

....., 19.....

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

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

23

24 []Don't know

(4) When was it last inspected?

25

....., 19.....

26

By Whom:

27 []Don't know

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

28

..... bedrooms

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

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

31

32

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

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

34

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

F. Is the septic tank system, including the drainfield, located entirely within the boundaries of the property?

36

37

38

4. STRUCTURAL

1 []Yes []No []Don't know *A. Has the roof leaked?
2 []Yes []No []Don't know If yes, has it been repaired?
3 []Yes []No []Don't know *B. Have there been any conversions,
4 additions, or remodeling?
5 []Yes []No []Don't know *1. If yes, were all building
6 permits obtained?
7 []Yes []No []Don't know *2. If yes, were all final
8 inspections obtained?
9 []Yes []No []Don't know C. Do you know the age of the house?
10 If yes, year of original construction:
11
12 []Yes []No []Don't know *D. Do you know of any settling,
13 slippage, or sliding of the house or
14 other improvements? If yes, explain:
15
16 []Yes []No []Don't know *E. Do you know of any defects with the
17 following: (Please check applicable
18 items)
19 | Foundations | Decks | Exterior Walls
20 | Chimneys | Interior Walls | Fire Alarm
21 | Doors | Windows | Patio
22 | Ceilings | Slab Floors | Driveways
23 | Pools | Hot Tub | Sauna
24 | Sidewalks | Outbuildings | Fireplaces
25 | Garage Floors | Walkways
26 | Other | Wood Stoves
27 []Yes []No []Don't know *F. Was a pest or dry rot, structural
28 or "whole house" inspection done? When
29 and by whom was the inspection
30 completed?
31 []Yes []No []Don't know *G. Since assuming ownership, has your
32 property had a problem with wood
33 destroying organisms and/or have there
34 been any problems with pest control,
35 infestations, or vermin?

36 **5. SYSTEMS AND FIXTURES**

1 If the following systems or fixtures
2 are included with the transfer, do they
3 have any existing defects:
4 Yes No Don't know *A. Electrical system, including
5 wiring, switches, outlets, and service
6 Yes No Don't know *B. Plumbing system, including pipes,
7 faucets, fixtures, and toilets
8 Yes No Don't know *C. Hot water tank
9 Yes No Don't know *D. Garbage disposal
10 Yes No Don't know *E. Appliances
11 Yes No Don't know *F. Sump pump
12 Yes No Don't know *G. Heating and cooling systems
13 Yes No Don't know *H. Security system Owned
14 Leased
15 *I. Other

6. COMMON INTEREST

17 Yes No Don't know A. Is there a Home Owners' Association?
18 Name of Association
19 Yes No Don't know B. Are there regular periodic
20 assessments:
21 \$ per Month Year
22 Other
23 Yes No Don't know *C. Are there any pending special
24 assessments?
25 Yes No Don't know *D. Are there any shared "common areas"
26 or any joint maintenance agreements
27 (facilities such as walls, fences,
28 landscaping, pools, tennis courts,
29 walkways, or other areas co-owned in
30 undivided interest with others)?

7. GENERAL

32 Yes No Don't know *A. Is there any settling, soil,
33 standing water, or drainage problems on
34 the property?
35 Yes No Don't know *B. Does the property contain fill
36 material?
37 Yes No Don't know *C. Is there any material damage to the
38 property or any of the structure from

1 fire, wind, floods, beach movements,
2 earthquake, expansive soils, or
3 landslides?

4 Yes No Don't know D. Is the property in a designated
5 flood plain?

6 Yes No Don't know E. Is the property in a designated
7 flood hazard zone?

8 Yes No Don't know *F. Are there any substances,
9 materials, or products that may be an
10 environmental hazard such as, but not
11 limited to, asbestos, formaldehyde,
12 radon gas, lead-based paint, fuel or
13 chemical storage tanks, and
14 contaminated soil or water on the
15 subject property?

16 Yes No Don't know *G. Are there any tanks or underground
17 storage tanks (e.g., chemical, fuel,
18 etc.) on the property?

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

21 **8. FULL DISCLOSURE BY SELLERS**

22 A. Other conditions or defects:
23 Yes No Don't know *Are there any other material defects
24 affecting this property or its value
25 that a prospective buyer should know
26 about?

27 B. Verification:
28 The foregoing answers and attached
29 explanations (if any) are complete and
30 correct to the best of my/our knowledge
31 and I/we have received a copy hereof.
32 I/we authorize all of my/our real
33 estate licensees, if any, to deliver a
34 copy of this disclosure statement to
35 other real estate licensees and all
36 prospective buyers of the property.

37 DATE SELLER SELLER

38 **II. BUYER'S ACKNOWLEDGMENT**

- 1 A. As buyer(s), I/we acknowledge the duty to pay
2 diligent attention to any material defects which
3 are known to me/us or can be known to me/us by
4 utilizing diligent attention and observation.
5 B. Each buyer acknowledges and understands that the
6 disclosures set forth in this statement and in
7 any amendments to this statement are made only by
8 the seller.
9 C. Buyer (which term includes all persons signing
10 the "buyer's acceptance" portion of this
11 disclosure statement below) hereby acknowledges
12 receipt of a copy of this disclosure statement
13 (including attachments, if any) bearing seller's
14 signature.

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

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

26 DATE BUYER BUYER

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

35 NEW SECTION. **Sec. 4.** Unless the buyer has expressly waived the
36 right to receive the disclosure statement, within five business days or
37 as otherwise agreed to, of mutual acceptance of a written agreement
38 between a buyer and a seller for the purchase and sale of residential

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

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

1 three-day rescission period. The buyer shall have no right of
2 rescission if the seller takes whatever action is necessary so that the
3 accuracy of the disclosure is restored at least three days prior to the
4 closing date.

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

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

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

35 (2) Any licensed real estate salesperson or broker involved in a
36 residential real property transaction is not liable for any error,
37 inaccuracy, or omission in the real property transfer disclosure
38 statement if the licensee had no personal knowledge of the error,

1 inaccuracy, or omission. Unless the salesperson or broker has actual
2 knowledge of an error, inaccuracy, or omission in a real property
3 transfer disclosure statement, the salesperson or broker shall not be
4 liable for such error, inaccuracy, or omission if the disclosure was
5 based on information provided by public agencies, or by other persons
6 providing information within the scope of their professional license or
7 expertise, including, but not limited to, a report or opinion delivered
8 by a land surveyor, title company, title insurance company, structural
9 inspector, pest inspector, licensed engineer, or contractor.

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

14 NEW SECTION. **Sec. 8.** Nothing in this chapter shall extinguish or
15 impair any rights or remedies of a buyer of real estate against the
16 seller or against any agent acting for the seller otherwise existing
17 pursuant to common law, statute, or contract; nor shall anything in
18 this chapter create any new right or remedy for a buyer of residential
19 real property other than the right of rescision exercised on the basis
20 and within the time limits provided in this chapter.

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

23 NEW SECTION. **Sec. 10.** This act shall take effect on January 1,
24 1995."

--- END ---