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**SUBSTITUTE SENATE BILL 5839**

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**State of Washington**

**56th Legislature**

**1999 Regular Session**

**By** Senate Committee on State & Local Government (originally sponsored by Senators Patterson and Horn)

Read first time 02/24/1999.

1 AN ACT Relating to accurate seller's real estate disclosures  
2 concerning title, water, sewer or septic, and structural or physical  
3 condition; and amending RCW 64.06.020.

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

5 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read  
6 as follows:

7 (1) In a transaction for the sale of residential real property, the  
8 seller shall, unless the buyer has expressly waived the right to  
9 receive the disclosure statement, or unless the transfer is exempt  
10 under RCW 64.06.010, deliver to the buyer a completed real property  
11 transfer disclosure statement in the following format and that  
12 contains, at a minimum, the following information:

13 INSTRUCTIONS TO THE SELLER

14 Please complete the following form. Do not leave any spaces blank. If  
15 the question clearly does not apply to the property write "NA". If the  
16 answer is "yes" to any \* items, please explain on attached sheets.  
17 Please refer to the line number(s) of the question(s) when you provide  
18 your explanation(s). For your protection you must date and sign each  
19 page of this disclosure statement and each attachment. Delivery of the

1 disclosure statement must occur not later than five business days,  
2 unless otherwise agreed, after mutual acceptance of a written contract  
3 to purchase between a buyer and a seller.

4 NOTICE TO THE BUYER

5 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE  
6 CONDITION OF THE PROPERTY LOCATED AT . . . . .  
7 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

8 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
9 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS  
10 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS  
11 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS  
12 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING  
13 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,  
14 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE  
15 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE  
16 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
17 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A  
18 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

19 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
20 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A  
21 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR  
22 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,  
23 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE  
24 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE  
25 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE  
26 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,  
27 INSPECTION, DEFECTS OR WARRANTIES.

28 Seller . . . . is/ . . . . is not occupying the property.

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

30 \*If "Yes" attach a copy or explain. If necessary use an attached  
31 sheet.

32 **1. TITLE**

33 [ ]Yes [ ]No [ ]Don't know A. Do you have legal authority to sell  
34 the property?  
35 [ ]Yes [ ]No [ ]Don't know \*B. Is title to the property subject to  
36 any of the following?

1 (1) First right of refusal  
2 (2) Option  
3 (3) Lease or rental agreement  
4 (4) Life estate?  
5 [ ]Yes [ ]No [ ]Don't know \*C. Are there any encroachments,  
6 boundary agreements, or boundary  
7 disputes?  
8 [ ]Yes [ ]No [ ]Don't know \*D. Are there any rights of way,  
9 easements, or access limitations that  
10 may affect the owner's use of the  
11 property?  
12 [ ]Yes [ ]No [ ]Don't know \*E. Are there any written agreements  
13 for joint maintenance of an easement or  
14 right of way?  
15 [ ]Yes [ ]No [ ]Don't know \*F. Is there any study, survey project,  
16 or notice that would adversely affect  
17 the property?  
18 [ ]Yes [ ]No [ ]Don't know \*G. Are there any pending or existing  
19 assessments, unrecorded liens against  
20 the property, or written financial  
21 agreements that could result in a debt  
22 payable by the buyer?  
23 [ ]Yes [ ]No [ ]Don't know \*H. Are there any zoning violations,  
24 nonconforming uses, or any unusual  
25 restrictions on the subject property  
26 that would affect future construction  
27 or remodeling?  
28 [ ]Yes [ ]No [ ]Don't know \*I. Is there a boundary survey for the  
29 property?  
30 [ ]Yes [ ]No [ ]Don't know \*J. Are there any covenants,  
31 conditions, or restrictions which  
32 affect the property?

33 **2. WATER**

34 A. Household Water  
35 (1) The source of the water is  
36 ((~~[ ]Public~~—~~[ ]Community~~  
37 ~~[ ]Private~~—~~[ ]Shared~~))  
38 [ ] Private well serving only the  
39 subject property

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Don't know

Yes  No  Don't know

Yes  No  Don't know

Yes  No  Don't know

Yes  No  Don't know

Yes  No  Don't know

Yes  No  Don't know

Small water system with two to fourteen connections (state/locally regulated)

Water system with fifteen or more connections (federally/state regulated)

What is the name and phone number of the current water system owner or your contact person there?

.....

(2) Water source information:

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

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

\*c. Are any known problems or repairs needed?

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

\*(3) Are there any water treatment systems for the property?

Leased  Owned

(4) Water quality information:

\*a. Since assuming ownership of your property, have you experienced or been notified of any water quality problems?

\*b. If the source is a private well, when was it last tested for

water quality? . . . .  
(Year) . . .

B. Irrigation

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

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

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

\*(2) If they exist, to your knowledge, have the water rights been used during the last five-year period?

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

\*(3) If so, is the certificate available?

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) Are there any defects in the outdoor sprinkler system?

3. SEWER/SEPTIC SYSTEM

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

[ ]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?

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

\*C. Is the property ((currently)) subject to ((a sewer capacity charge)) any additional sewer fees or charges, over and above those covered in your regularly billed statement?

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

[ ]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?

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

1 [ ]Yes [ ]No [ ]Don't know  
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3 [ ]Don't know  
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6 [ ]Don't know  
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9 [ ]Yes [ ]No [ ]Don't know  
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13 [ ]Yes [ ]No [ ]Don't know  
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15 [ ]Yes [ ]No [ ]Don't know  
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\*(3) Are there any defects in the operation of the septic system?  
(4) When was it last inspected?  
. . . . . , 19. . .  
By Whom: . . . . .  
(5) How many bedrooms was the system approved for?  
. . . . . bedrooms  
\*E. Do all plumbing fixtures, including laundry drain, go to the septic/sewer system? If no, explain: . . . . .  
\*F. Are you aware of any changes or repairs to the septic system?  
G. Is the septic tank system, including the drainfield, located entirely within the boundaries of the property?

19 **4. STRUCTURAL**

20 [ ]Yes [ ]No [ ]Don't know  
21 [ ]Yes [ ]No [ ]Don't know  
22 [ ]Yes [ ]No [ ]Don't know  
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26 [ ]Yes [ ]No [ ]Don't know  
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29 [ ]Yes [ ]No [ ]Don't know  
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32 [ ]Yes [ ]No [ ]Don't know  
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35 [ ]Yes [ ]No [ ]Don't know  
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\*A. Has the roof leaked?  
If yes, has it been repaired?  
\*B. Have there been any conversions, additions, or remodeling? If yes, answer the following:  
\*1. (~~If yes,~~) Were all required building permits obtained?  
\*2. (~~If yes,~~) Were all required final inspections obtained?  
\*3. Have all contractors, subcontractors, suppliers, and laborers been paid?  
C. Do you know the age of the house? If yes, year of original construction:  
. . . . .

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

\*D. Do you know of any settling, slippage, or sliding of either the house or other structures/improvements located on the property? If yes, explain:

. . . . .

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

\*E. Do you know of any defects with the following: (Please check applicable items)

- 10      Foundations                    Decks                            Exterior Walls
- 11      Chimneys                        Interior Walls                Fire Alarm
- 12      Doors                            Windows                        Patio
- 13      Ceilings                        Slab Floors                    Driveways
- 14      Pools                            Hot Tub                        Sauna
- 15      Sidewalks                        Outbuildings                Fireplaces
- 16      Garage Floors                Walkways
- 17      Other                            Wood Stoves

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

\*F. Was a pest or dry rot, structural or "whole house" inspection done? When and by whom was the inspection completed? . .

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

\*G. Since assuming ownership, has your property had a problem with wood destroying organisms and/or have there been any problems with pest control, infestations, or vermin?

**5. SYSTEMS AND FIXTURES**

If the following systems or fixtures are included with the transfer, do they have any existing defects:

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

\*A. Electrical system, including wiring, switches, outlets, and service

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

\*B. Plumbing system, including pipes, faucets, fixtures, and toilets

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

\*C. Hot water tank

1 [ ]Yes [ ]No [ ]Don't know \*D. Garbage disposal  
 2 [ ]Yes [ ]No [ ]Don't know \*E. Appliances  
 3 [ ]Yes [ ]No [ ]Don't know \*F. Sump pump  
 4 [ ]Yes [ ]No [ ]Don't know \*G. Heating and cooling systems  
 5 [ ]Yes [ ]No [ ]Don't know \*H. Security system [ ] Owned [ ]  
 6 Leased  
 7 \*I. Other . . . . .

8 **6. COMMON INTEREST**

9 [ ]Yes [ ]No [ ]Don't know A. Is there a Home Owners'  
 10 Association? Name of Association  
 11 . . . . .  
 12 [ ]Yes [ ]No [ ]Don't know B. Are there regular periodic  
 13 assessments:  
 14 \$. . . per [ ] Month [ ] Year  
 15 [ ] Other . . . . .  
 16 [ ]Yes [ ]No [ ]Don't know \*C. Are there any pending special  
 17 assessments?  
 18 [ ]Yes [ ]No [ ]Don't know \*D. Are there any shared "common  
 19 areas" or any joint maintenance  
 20 agreements (facilities such as  
 21 walls, fences, landscaping, pools,  
 22 tennis courts, walkways, or other  
 23 areas co-owned in undivided  
 24 interest with others)?

25 **7. GENERAL**

26 [ ]Yes [ ]No [ ]Don't know \*A. Is there any settling, soil,  
 27 standing water, or drainage  
 28 problems on the property?  
 29 [ ]Yes [ ]No [ ]Don't know \*B. Does the property contain fill  
 30 material?  
 31 [ ]Yes [ ]No [ ]Don't know \*C. (~~Is there any material damage~~  
 32 ~~to~~) Has the physical condition of  
 33 the property or any of the  
 34 structure ((from)) been damaged by  
 35 fire, wind, floods, beach  
 36 movements, earthquake, expansive  
 37 soils, or landslides?



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

D. Is the property in a designated flood plain?

2

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

\*E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?

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

\*F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

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

\*G. Has the property ever been used as an illegal drug manufacturing site?

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**8. FULL DISCLOSURE BY SELLERS**

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A. Other conditions or defects:

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

\*Are there any other material defects affecting this property or its value that a prospective buyer should know about?

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B. Verification:

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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.

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34 DATE . . . . . SELLER . . . . . SELLER . . . . .

**II. BUYER'S ACKNOWLEDGMENT**

35 A. As buyer(s), I/we acknowledge the duty to pay  
36 diligent attention to any material defects which  
37

1 are known to me/us or can be known to me/us by  
2 utilizing diligent attention and observation.

3 B. Each buyer acknowledges and understands that the  
4 disclosures set forth in this statement and in any  
5 amendments to this statement are made only by the  
6 seller.

7 C. Buyer (which term includes all persons signing the  
8 "buyer's acceptance" portion of this disclosure  
9 statement below) hereby acknowledges receipt of a  
10 copy of this disclosure statement (including  
11 attachments, if any) bearing seller's signature.

12 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
13 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF  
14 DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE  
15 AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE  
16 STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED  
17 WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS  
18 RIGHT OF RESCISSION.

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

23 DATE . . . . . BUYER . . . . . BUYER . . . . .

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

--- END ---