
SUBSTITUTE HOUSE BILL 1634

State of Washington

58th Legislature

2003 Regular Session

By House Committee on Commerce & Labor (originally sponsored by Representatives Conway, Chandler, Kenney, Berkey, Wood, Holmquist, Crouse, Tom, Edwards and Rockefeller)

READ FIRST TIME 03/05/03.

1 AN ACT Relating to the residential property seller disclosure
2 statement; and amending RCW 64.06.020.

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

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

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

12 INSTRUCTIONS TO THE SELLER

13 Please complete the following form. Do not leave any spaces blank. If
14 the question clearly does not apply to the property write "NA". If the
15 answer is "yes" to any * items, please explain on attached sheets.
16 Please refer to the line number(s) of the question(s) when you provide
17 your explanation(s). For your protection you must date and sign each
18 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~~)
6 SELLER ABOUT THE 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 MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL
10 FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE
11 OF THE PROPERTY AT THE TIME (~~THIS DISCLOSURE FORM IS COMPLETED BY THE~~
12 SELLER.) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND
13 SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS(~~7~~
14 UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S)
15 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
16 STATEMENT TO YOU TO RESCIND (~~YOUR~~) THE AGREEMENT BY DELIVERING (~~YOUR~~
17 SEPARATE) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO (~~THE~~
18 SELLER, UNLESS YOU WAIVE THIS RIGHT) SELLER OR SELLER'S AGENT. YOU
19 MAY, HOWEVER, WAIVE THE RIGHT TO RESCIND AT OR PRIOR TO (~~ENTERING~~)
20 THE TIME YOU ENTER INTO A SALE AGREEMENT.

21 THE FOLLOWING ARE DISCLOSURES MADE BY (~~THE~~) SELLER AND ARE NOT THE
22 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
23 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
24 ANY WRITTEN AGREEMENT BETWEEN (~~THE~~) BUYER AND (~~THE~~) SELLER.

25 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
26 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF (~~A~~
27 ~~QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR~~
28 ~~EXAMPLE~~) QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE,
29 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
30 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
31 TREATMENT INSPECTORS, OR STRUCTURAL PEST (~~AND DRY ROT~~) INSPECTORS.
32 THE PROSPECTIVE BUYER AND (~~THE OWNER~~) SELLER MAY WISH TO OBTAIN
33 PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY (~~AND~~) OR TO
34 PROVIDE (~~FOR~~) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
35 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

36 Seller is/ is not occupying the property.

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I. SELLER'S DISCLOSURES:

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

1. TITLE

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? <u>If no, please explain.</u> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?
(1) First right of refusal
(2) Option
(3) Lease or rental agreement
(4) Life estate? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *D. Are there any rights of way, easements, or access limitations that may affect the ((owner's)) <u>Buyer's</u> use of the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *E. Are there any written agreements for joint maintenance of an easement or right of way? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *F. Is there any study, survey project, or notice that would adversely affect the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *G. Are there any pending or existing assessments against the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the ((subject)) property that would affect future construction or remodeling? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *I. Is there a boundary survey for the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *J. Are there any covenants, conditions, or restrictions which affect the property? |

2. WATER

A. Household Water

1 (1) The source of ((the)) water for
2 the property is:
3 Private or publicly owned water
4 system
5 Private well serving only the
6 subject property
7 * Other water system
8 Yes No Don't know *If shared, are there any written
9 agreements?
10 ((Public Community
11 Private Shared
12 (2) Water source information:
13 Yes No Don't know *a. Are there any written
14 agreements for shared water
15 source?)
16 Yes No Don't know ((#b.)) *(2) Is there an
17 easement (recorded or
18 unrecorded) for access to
19 and/or maintenance of the
20 water source?
21 Yes No Don't know ((#e.)) *(3) Are there any
22 known problems or repairs
23 needed?
24 Yes No Don't know ((#d. Does)) (4) During your
25 ownership, has the source
26 ((provide)) provided an
27 adequate year round supply of
28 potable water? If no, please
29 explain.
30 Yes No Don't know ((#3)) *(5) Are there any water
31 treatment systems for the property?
32 If yes, are they Leased Owned
33 B. Irrigation
34 Yes No Don't know (1) Are there any water rights for
35 the property, such as a water right,
36 permit, certificate, or claim?
37 Yes No Don't know ((#2) If they exist, to your
38 knowledge.) *(a) If yes, have the
39 water rights been used during the
40 last ((five-year period)) five years?
41 Yes No Don't know ((#3)) *(b) If so, is the certificate
42 available?
43 C. Outdoor Sprinkler System
44 Yes No Don't know (1) Is there an outdoor sprinkler
45 system for the property?

1 Yes No Don't know ((#(2))) (2) If yes, are there any
 2 defects in the ((~~outdoor sprinkler~~))
 3 system?

4 Yes No Don't know * (3) If yes, is the sprinkler system
 5 connected to irrigation water?

6 **3. SEWER/((SEPTIC)) ON-SITE**
 7 **SEWAGE SYSTEM**

8 A. The property is served by: Public
 9 sewer ((main)) system, ((Septic
 10 tank)) On-site sewage system (including
 11 pipes, tanks, drainfields, and all other
 12 component parts) Other disposal
 13 system ((describe)) Please describe:
 14

15 Yes No Don't know B. If ((~~the property is served by a~~
 16 ~~public or community sewer main, is the~~
 17 ~~house connected to the~~) public sewer
 18 system service is available to the
 19 property, is the house connected to the
 20 sewer main? If no, please explain.
 21

22 Yes No Don't know C. Is the property ((~~currently subject to~~
 23 ~~a sewer capacity charge~~) subject to any
 24 sewage system fees or charges in
 25 addition to those covered in your
 26 regularly billed sewer or on-site sewage
 27 system maintenance service?

28 D. If the property is connected to ((a
 29 septic) an on-site sewage system):
 30 * (1) Was a permit issued for its
 31 construction, and was it approved
 32 by the ((~~city or county~~)) local
 33 health department or district
 34 following its construction?
 35 (2) When was it last pumped:
 36 ((-19)) ...

37 Yes No Don't know * (3) Are there any defects in the
 38 operation of the ((septic)) on-site
 39 sewage system?
 40 Don't know (4) When was it last inspected?
 41 ((-19)) ...
 42 By Whom:
 43 Don't know (5) For how many bedrooms was
 44 the on-site sewage system
 45 approved ((~~for~~))?
 46 bedrooms

1 Yes No Don't know ~~((#E.—Do))~~ E. Are all plumbing
2 fixtures, including laundry drain, ~~((go))~~
3 connected to the ~~((septic/sewer))~~
4 sewer/on-site sewage system? If no,
5 please explain:

6 Yes No Don't know *F. ~~((Are you aware of))~~ Have there
7 been any changes or repairs to the
8 ~~((septic))~~ on-site sewage system?

9 Yes No Don't know G. Is the ~~((septic tank))~~ on-site sewage
10 system, including the drainfield, located
11 entirely within the boundaries of the
12 property? If no, please explain.
13

14 Yes No Don't know H. Does the on-site sewage system
15 require monitoring and maintenance
16 services more frequently than once a
17 year? If yes, please explain.
18

19 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE
20 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH
21 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO
22 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM
23 5. SYSTEMS AND FIXTURES

24 **4. STRUCTURAL**

25 Yes No Don't know *A. Has the roof leaked?
26 ~~((#1-Yes #1-No #1-Don't know))~~
27 If yes, has it been repaired?)

28 Yes No Don't know *B. Has the basement flooded or
29 leaked?

30 Yes No Don't know *C. Have there been any conversions,
31 additions, or remodeling?
32 Yes No Don't know ~~((#4-))~~ * (1) If yes, were all
33 building permits obtained?
34 Yes No Don't know ~~((#2-))~~ * (2) If yes, were all final
35 inspections obtained?
36 Yes No Don't know ~~((#-))~~ D. Do you know the age of the
37 house? If yes, year of original
38 construction:
39

40 Yes No Don't know ~~((#D.—Do you know of))~~ * E. Has
41 there been any settling, slippage, or
42 sliding of ~~((either the house or other~~
43 ~~structures/improvements located on the~~
44 ~~property? If yes, explain:))~~ the property
45 or its improvements?
~~((.....))~~

1 Yes No Don't know (~~(#E.-Do you know of)~~) * F. Are there
2 any defects with the following: (If yes,
3 please check applicable items and
4 explain.)

- 5 Foundations Decks Exterior Walls
6 Chimneys Interior Walls Fire Alarm
7 Doors Windows Patio
8 Ceilings Slab Floors Driveways
9 Pools Hot Tub Sauna
10 Sidewalks Outbuildings Fireplaces
11 Garage Floors Walkways Siding
12 Other Wood Stoves

13 Yes No Don't know (~~(#F.-Was a pest or dry rot, structural or~~
14 ~~"whole house"-inspection done? When~~
15 ~~and by whom was the inspection~~
16 ~~completed?~~)

17 Yes No Don't know *G. Since assuming ownership, has
18 your property had a problem with wood
19 destroying organisms and/or have there
20 been any problems with pest control,
21 infestations, or vermin?) * G. During
22 your ownership, has the property had
23 any wood destroying organism or pest
24 infestation?

25 Yes No Don't know H. Is the attic insulated?

26 Yes No Don't know I. Is the basement insulated?

27 5. SYSTEMS AND FIXTURES

28 (~~(#F)~~) *A. If any of the following
29 systems or fixtures are included with
30 the transfer, (~~(do they have any existing~~
31 ~~defects:)) are there any defects? If yes,
32 please explain.~~

33 Yes No Don't know (~~(#A-)~~) Electrical system,
34 including wiring, switches, outlets,
35 and service

36 Yes No Don't know (~~(#B-)~~) Plumbing system,
37 including pipes, faucets, fixtures,
38 and toilets

39 Yes No Don't know (~~(#C-)~~) Hot water tank

40 Yes No Don't know (~~(#D-)~~) Garbage disposal

41 Yes No Don't know (~~(#E-)~~) Appliances

42 Yes No Don't know (~~(#F-)~~) Sump pump

43 Yes No Don't know (~~(#G-)~~) Heating and cooling
44 systems

45 Yes No Don't know (~~(#H-)~~) Security system

46 Owned Leased

1 ((#L)) Other

2 *B. If any of the following fixtures

3 or property is included with the

4 transfer, are they leased? (If yes,

5 please attach copy of lease.)

6 Yes No Don't know Security system

7 Yes No Don't know Tanks (type):

8 Yes No Don't know Satellite dish

9 Other:

10 **6. COMMON INTERESTS**

11 Yes No Don't know A. Is there a Home Owners'

12 Association? Name of Association

13

14 Yes No Don't know B. Are there regular periodic

15 assessments:

16 \$. . . per Month Year

17 Other

18 Yes No Don't know *C. Are there any pending special

19 assessments?

20 Yes No Don't know *D. Are there any shared "common

21 areas" or any joint maintenance

22 agreements (facilities such as walls,

23 fences, landscaping, pools, tennis

24 courts, walkways, or other areas co-

25 owned in undivided interest with

26 others)?

27 **7. GENERAL**

28 Yes No Don't know *A. (~~Is there any settling, soil,~~

29 ~~standing water, or~~) Have there been

30 any drainage problems on the property?

31 Yes No Don't know *B. Does the property contain fill

32 material?

33 Yes No Don't know *C. Is there any material damage to the

34 property (~~or any of the structure~~) from

35 fire, wind, floods, beach movements,

36 earthquake, expansive soils, or

37 landslides?

38 Yes No Don't know D. Is the property in a designated flood

39 plain?

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Yes No Don't know

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

Yes No Don't know

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

Yes No Don't know

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

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

Yes No Don't know

*A. Did you make any alterations to the home? If yes, please describe the alterations:

Yes No Don't know

*B. Did any previous owner make any alterations to the home? If yes, please describe the alterations:

Yes No Don't know

*C. If alterations were made, were permits or variances for these alterations obtained?

((&)) 9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Yes No Don't know

*Are there any other existing material defects affecting ~~((this))~~ the property ~~((or its value that a prospective buyer should know about))~~ that are not apparent or readily ascertainable to Buyer?

B. Verification:

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.

DATE SELLER SELLER

1 II. BUYER'S ACKNOWLEDGMENT

- 2 A. ~~((As buyer(s), I/we acknowledge the))~~ Buyer hereby
3 acknowledges that: Buyer has a duty to pay diligent attention
4 to any material defects ~~((which))~~ that are known to ~~((me/us))~~
5 Buyer or can be known to ~~((me/us))~~ Buyer by utilizing diligent
6 attention and observation.
- 7 B. ~~((Each buyer acknowledges and understands that))~~ The
8 disclosures set forth in this statement and in any amendments
9 to this statement are made only by the Seller and not by any
10 real estate licensee or other party.
- 11 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real
12 estate licensees are not liable for inaccurate information
13 provided by Seller, except to the extent that real estate
14 licensees know of such inaccurate information.
- 15 D. This information is for disclosure only and is not intended to
16 be a part of the written agreement between the Buyer and
17 Seller.
- 18 E. Buyer (which term includes all persons signing the "Buyer's
19 acceptance" portion of this disclosure statement below)
20 ~~((hereby acknowledges receipt of))~~ has received a copy of this
21 Disclosure Statement (including attachments, if any) bearing
22 Seller's signature.

23 DISCLOSURES CONTAINED IN THIS ~~((FORM))~~ DISCLOSURE STATEMENT ARE
24 PROVIDED BY ~~((THE))~~ SELLER BASED ON ~~((THE BASIS OF))~~ SELLER'S ACTUAL
25 KNOWLEDGE OF THE PROPERTY AT THE TIME ~~((OF DISCLOSURE. YOU, THE~~
26 ~~BUYER,))~~ SELLER COMPLETES THIS DISCLOSURE STATEMENT, UNLESS BUYER AND
27 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
28 ~~((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS~~
29 ~~SELLER'S))~~ FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
30 DISCLOSURE STATEMENT TO RESCIND ~~((YOUR))~~ THE AGREEMENT BY DELIVERING
31 ~~((YOUR SEPARATE SIGNED))~~ A SEPARATELY SIGNED WRITTEN STATEMENT OF
32 RESCISSION TO ~~((THE))~~ SELLER ~~((UNLESS YOU WAIVE THIS RIGHT OF~~
33 ~~RESCISSION))~~ OR SELLER'S AGENT. BUYER MAY, HOWEVER, WAIVE THE RIGHT TO
34 RESCIND AT OR PRIOR TO THE TIME BUYER ENTERS INTO A PURCHASE AND SALE
35 AGREEMENT.

36 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ~~((REAL PROPERTY~~
37 ~~TRANSFER))~~ DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
38 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
39 LICENSEE OR OTHER PARTY.

40 DATE BUYER BUYER

41 (2) If the disclosure statement is being completed for new
42 construction which has never been occupied, the disclosure statement is

1 not required to contain and the seller is not required to complete the
2 questions listed in item 4. Structural or item 5. Systems and
3 Fixtures.

4 (3) The ((~~real property transfer~~)) seller disclosure statement
5 shall be for disclosure only, and shall not be considered part of any
6 written agreement between the buyer and seller of residential ((~~real~~))
7 property. The ((~~real property transfer~~)) seller disclosure statement
8 shall be only a disclosure made by the seller, and not any real estate
9 licensee involved in the transaction, and shall not be construed as a
10 warranty of any kind by the seller or any real estate licensee involved
11 in the transaction.

--- END ---