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HOUSE BILL 2672

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State of Washington                      62nd Legislature                      2012 Regular Session

By Representatives Blake, Rivers, and Maxwell

Read first time 01/24/12. Referred to Committee on Judiciary.

1            AN ACT Relating to disclosure of carbon monoxide alarms in real  
2 estate transactions; amending RCW 64.06.020, 64.06.013, and 19.27.530;  
3 and creating new sections.

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

5            NEW SECTION.    **Sec. 1.**    The legislature finds that the state  
6 building code council has adopted rules relating to laws on  
7 installation of carbon monoxide alarms in homes and buildings. The  
8 legislature finds that amending the state's real estate seller  
9 disclosure forms and ensuring that the responsibility for carbon  
10 monoxide alarms is that of the seller, will aid in implementing this  
11 law.

12            **Sec. 2.**    RCW 64.06.020 and 2011 c 200 s 4 are each amended to read  
13 as follows:

14            (1) In a transaction for the sale of improved residential real  
15 property, the seller shall, unless the buyer has expressly waived the  
16 right to receive the disclosure statement under RCW 64.06.010, or  
17 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to

1 the buyer a completed seller disclosure statement in the following  
2 format and that contains, at a minimum, the following information:

3 INSTRUCTIONS TO THE SELLER

4 Please complete the following form. Do not leave any spaces blank. If  
5 the question clearly does not apply to the property write "NA." If the  
6 answer is "yes" to any \* items, please explain on attached sheets.  
7 Please refer to the line number(s) of the question(s) when you provide  
8 your explanation(s). For your protection you must date and sign each  
9 page of this disclosure statement and each attachment. Delivery of the  
10 disclosure statement must occur not later than five business days,  
11 unless otherwise agreed, after mutual acceptance of a written contract  
12 to purchase between a buyer and a seller.

13 NOTICE TO THE BUYER

14 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
15 PROPERTY LOCATED AT . . . . .  
16 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

17 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR  
18 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
19 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.  
20 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE  
21 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
22 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
23 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S  
24 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE  
25 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
26 THE TIME YOU ENTER INTO A SALE AGREEMENT.

27 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE  
28 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS  
29 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF  
30 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

31 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
32 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF  
33 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT  
34 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
35 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
36 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
37 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS

1 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT  
2 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR  
3 WARRANTIES.

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

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

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

9 **I. TITLE**

10  Yes  No  Don't know A. Do you have legal authority to sell  
11 the property? If no, please explain.

12  Yes  No  Don't know \*B. Is title to the property subject to  
13 any of the following?

14 (1) First right of refusal

15 (2) Option

16 (3) Lease or rental agreement

17 (4) Life estate?

18  Yes  No  Don't know \*C. Are there any encroachments,  
19 boundary agreements, or boundary  
20 disputes?

21  Yes  No  Don't know \*D. Is there a private road or easement  
22 agreement for access to the property?

23  Yes  No  Don't know \*E. Are there any rights-of-way,  
24 easements, or access limitations that  
25 may affect the Buyer's use of the  
26 property?

27  Yes  No  Don't know \*F. Are there any written agreements  
28 for joint maintenance of an easement or  
29 right-of-way?

30  Yes  No  Don't know \*G. Is there any study, survey project,  
31 or notice that would adversely affect the  
32 property?

33  Yes  No  Don't know \*H. Are there any pending or existing  
34 assessments against the property?

35  Yes  No  Don't know \*I. Are there any zoning violations,  
36 nonconforming uses, or any unusual  
37 restrictions on the property that would  
38 affect future construction or  
39 remodeling?

40  Yes  No  Don't know \*J. Is there a boundary survey for the  
41 property?









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\*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system . . . . .
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type): . . . . .
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish . . . . .
			Other: . . . . .

\*C. Are any of the following kinds of wood burning appliances present at the property?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Wood stove?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Fireplace insert?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Pellet stove?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Fireplace?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	If yes, are all of the (1) wood stoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?
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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>E. Is the property equipped with carbon monoxide alarms?</u>
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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>F. Is the property equipped with smoke alarms?</u>
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**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: .....
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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic assessments: \$ . . . per <input type="checkbox"/> Month <input type="checkbox"/> Year <input type="checkbox"/> Other .....
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1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special assessments?
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3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?
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10				<b>7. ENVIRONMENTAL</b>
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
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15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?
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18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
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22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
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25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
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32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for commercial or industrial purposes?
33				
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater contamination?
35				
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
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42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a legal or illegal dumping site?
43				
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an illegal drug manufacturing site?
45				



- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate information
- 3 provided by Seller, except to the extent that real estate
- 4 licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended to
- 6 be a part of the written agreement between the Buyer and
- 7 Seller.
- 8 E. Buyer (which term includes all persons signing the "Buyer's
- 9 acceptance" portion of this disclosure statement below) has
- 10 received a copy of this Disclosure Statement (including
- 11 attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
15 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE  
19 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
20 AGREEMENT.

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

25 (2) If the disclosure statement is being completed for new  
26 construction which has never been occupied, the disclosure statement is  
27 not required to contain and the seller is not required to complete the  
28 questions listed in item 4. Structural or item 5. Systems and  
29 Fixtures.

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

37 **Sec. 3.** RCW 64.06.013 and 2010 c 64 s 3 are each amended to read  
38 as follows:

1 (1) In a transaction for the sale of commercial real estate, the  
2 seller shall, unless the buyer has expressly waived the right to  
3 receive the disclosure statement under RCW 64.06.010, or unless the  
4 transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer  
5 a completed seller disclosure statement in the following format and  
6 that contains, at a minimum, the following information:

7 INSTRUCTIONS TO THE SELLER

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

17 NOTICE TO THE BUYER

18 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
19 PROPERTY LOCATED AT . . . . .  
20 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

21 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR  
22 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
23 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.  
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34 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

35 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
36 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF  
37 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT

1 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
2 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
3 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
4 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS  
5 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT  
6 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR  
7 WARRANTIES.

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

9

**I. SELLER'S DISCLOSURES:**

10

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

11

12

13

**1. TITLE AND LEGAL**

14

Yes  No  Don't know A. Do you have legal authority to sell  
15 the property? If no, please explain.

15

16

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

17

18

(1) First right of refusal

19

(2) Option

20

(3) Lease or rental agreement

21

(4) Life estate?

22

Yes  No  Don't know \*C. Are there any encroachments,  
23 boundary agreements, or boundary  
24 disputes?

23

24

25

Yes  No  Don't know \*D. Is there any leased parking?

26

Yes  No  Don't know \*E. Is there a private road or easement  
27 agreement for access to the property?

27

28

Yes  No  Don't know \*F. Are there any rights-of-way,  
29 easements, shared use agreements, or  
30 access limitations?

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

32

33

34

Yes  No  Don't know \*H. Are there any zoning violations or  
35 nonconforming uses?

35

36

Yes  No  Don't know \*I. Is there a survey for the property?

37

Yes  No  Don't know \*J. Are there any legal actions pending  
38 or threatened that affect the property?

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Yes  No  Don't know \*K. Is the property in compliance with  
40 the Americans with Disabilities Act?

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41

**2. WATER**





1 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE  
2 OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE  
3 IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS  
4 INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF  
5 REGISTERED SEX OFFENDERS.

6 **II. BUYER'S ACKNOWLEDGMENT**

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

25 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
26 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
27 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
28 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
29 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
30 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
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32 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
33 AGREEMENT.

34 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
35 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
36 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
37 DATE . . . . . BUYER . . . . . BUYER . . . . .

38 (2) The seller disclosure statement shall be for disclosure only,  
39 and shall not be considered part of any written agreement between the  
40 buyer and seller of residential property. The seller disclosure  
41 statement shall be only a disclosure made by the seller, and not any



1 real estate licensee involved in the transaction, and shall not be  
2 construed as a warranty of any kind by the seller or any real estate  
3 licensee involved in the transaction.

4 **Sec. 4.** RCW 19.27.530 and 2009 c 313 s 2 are each amended to read  
5 as follows:

6 (1) By July 1, 2010, the building code council shall adopt rules  
7 requiring that all buildings classified as residential occupancies, as  
8 defined in the state building code in chapter 51-54 WAC, but excluding  
9 owner-occupied single-family residences legally occupied before July  
10 26, 2009, be equipped with carbon monoxide alarms.

11 (2)(a) The building code council may phase in the carbon monoxide  
12 alarm requirements on a schedule that it determines reasonable,  
13 provided that the rules require that by January 1, 2011, all newly  
14 constructed buildings classified as residential occupancies will be  
15 equipped with carbon monoxide alarms, and all other buildings  
16 classified as residential occupancies will be equipped with carbon  
17 monoxide alarms by January 1, 2013.

18 (b) Owner-occupied single-family residences legally occupied before  
19 July 26, 2009, are exempt from the requirements of this subsection (2).  
20 However, for any owner-occupied single-family residence that is sold on  
21 or after July 26, 2009, the seller must equip the residence with carbon  
22 monoxide alarms in accordance with the requirements of the state  
23 building code before the buyer or any other person may legally occupy  
24 the residence following such sale.

25 (3) The building code council may exempt categories of buildings  
26 classified as residential occupancies if it determines that requiring  
27 carbon monoxide alarms are unnecessary to protect the health and  
28 welfare of the occupants.

29 (4) The rules adopted by the building code council under this  
30 section must (a) consider applicable nationally accepted standards and  
31 (b) require that the maintenance of a carbon monoxide alarm in a  
32 building where a tenancy exists, including the replacement of  
33 batteries, is the responsibility of the tenant, who shall maintain the  
34 alarm as specified by the manufacturer.

35 (5) Real estate brokers licensed under chapter 18.85 RCW are not  
36 liable in any civil claim for the failure of any seller or other

1 property owner to comply with the requirements of this section or rules  
2 adopted by the building code council.

3 NEW SECTION. **Sec. 5.** Sections 2 and 3 of this act only apply to  
4 real estate transactions for which a purchase and sale agreement is  
5 entered into after the effective date of this section.

--- END ---