

E2SSB 5284 - H COMM AMD
By Committee on Appropriations

ADOPTED AND ENGROSSED 4/16/19

1 Strike everything after the enacting clause and insert the
2 following:

3 "Sec. 1. RCW 43.44.110 and 1995 c 369 s 34 are each amended to
4 read as follows:

5 (1) Smoke detection devices shall be installed inside all
6 dwelling units:

7 (a) Occupied by persons other than the owner on and after
8 December 31, 1981; (~~or~~)

9 (b) Built or manufactured in this state after December 31, 1980;
10 or

11 (c) Sold on or after the effective date of this section.

12 (2) The smoke detection devices shall be designed, manufactured,
13 and installed inside dwelling units in conformance with:

14 (a) Nationally accepted standards; and

15 (b) As provided by the administrative procedure act, chapter
16 34.05 RCW, rules and regulations promulgated by the chief of the
17 Washington state patrol, through the director of fire protection.

18 (3) Installation of smoke detection devices shall be the
19 responsibility of the owner. Maintenance of smoke detection devices,
20 including the replacement of batteries where required for the proper
21 operation of the smoke detection device, shall be the responsibility
22 of the tenant, who shall maintain the device as specified by the
23 manufacturer. At the time of a vacancy, the owner shall insure that
24 the smoke detection device is operational prior to the reoccupancy of
25 the dwelling unit.

26 (4) (a) For any dwelling unit sold on or after the effective date
27 of this section that does not have at least one smoke detection
28 device, the seller shall provide at least one smoke detection device
29 in the dwelling unit before the buyer or any other person occupies
30 the dwelling unit following such sale. A violation of this subsection
31 does not affect the transfer of the title, ownership, or possession
32 of the dwelling unit.

1 (b) Real estate brokers licensed under chapter 18.85 RCW are not
2 liable in any civil, administrative, or other proceeding for the
3 failure of any seller or other property owner to comply with the
4 requirements of this section.

5 (c) Any person or entity that assists the buyer of a dwelling
6 with installing a smoke detection device, whether they are
7 voluntarily doing so or as a nonprofit, is not liable in any civil,
8 administrative, or other proceeding relating to the installation of
9 the smoke detection device.

10 (d) Interconnection of smoke detection devices is not required
11 where not already present in buildings undergoing repairs undertaken
12 solely as a condition of sale.

13 (5)(a) Except as provided in (b) of this subsection (5), any
14 owner, seller, or tenant failing to comply with this section shall be
15 punished by a fine of not more than two hundred dollars.

16 ~~((+5))~~ (b) Any owner failing to comply with this section shall
17 be punished by a fine of five thousand dollars if, after such
18 failure, a fire causes property damage, personal injury, or death to
19 a tenant or a member of a tenant's household. All moneys received
20 pursuant to (a) or (b) of this subsection, except for administrative
21 costs for enforcing the fine, shall be deposited into the smoke
22 detection device awareness account created in section 2 of this act.
23 Enforcement shall occur after a fire occurs and when it is evident
24 that the dwelling unit sold on or after the effective date of this
25 section did not have at least one smoke detection device. The
26 following may enforce this subsection:

27 (i) The chief of the fire department if the dwelling unit is
28 located within a city or town; or

29 (ii) The county fire marshal or other fire official so designated
30 by the county legislative authority if the dwelling unit is located
31 within unincorporated areas of a county.

32 (6) For the purposes of this section:

33 (a) "Dwelling unit" means a single unit providing complete,
34 independent living facilities for one or more persons including
35 permanent provisions for living, sleeping, eating, cooking, and
36 sanitation; and

37 (b) "Smoke detection device" means an assembly incorporating in
38 one unit a device which detects visible or invisible particles of
39 combustion, the control equipment, and the alarm-sounding device,

1 operated from a power supply either in the unit or obtained at the
2 point of installation.

3 NEW SECTION. **Sec. 2.** A new section is added to chapter 43.44
4 RCW to read as follows:

5 The smoke detection device awareness account is created in the
6 custody of the state treasurer. All receipts from fines imposed
7 pursuant to RCW 43.44.110(5) must be deposited into the account.
8 Expenditures from the account may be used only for the purposes of
9 raising public awareness of owners and tenants' duties pertaining to
10 smoke detection devices under RCW 43.44.110 and of the danger to life
11 and property resulting from a failure to comply with those duties and
12 for administrative costs related to enforcement of the fine created
13 in RCW 43.44.110(5)(b). Only the Washington state patrol, through the
14 director of fire protection or the director of fire protection's
15 authorized deputy, may authorize expenditures from the account. The
16 account is subject to the allotment procedures under chapter 43.88
17 RCW, but an appropriation is not required for expenditures.

18 **Sec. 3.** RCW 64.06.020 and 2015 c 110 s 1 are each amended to
19 read as follows:

20 (1) In a transaction for the sale of improved residential real
21 property, the seller shall, unless the buyer has expressly waived the
22 right to receive the disclosure statement under RCW 64.06.010, or
23 unless the transfer is otherwise exempt under RCW 64.06.010, deliver
24 to the buyer a completed seller disclosure statement in the following
25 format and that contains, at a minimum, the following information:

26 INSTRUCTIONS TO THE SELLER

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

36 NOTICE TO THE BUYER

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

4 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
5 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
6 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
7 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
8 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
9 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
10 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
11 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
12 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
13 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

18 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
19 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
20 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
21 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
22 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
23 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
24 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
25 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
26 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
27 OR WARRANTIES.

28 Seller is/ is not occupying the property.

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

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

- 33 **1. TITLE**
- 34 Yes No Don't know A. Do you have legal authority to sell
35 the property? If no, please explain.
- 36 Yes No Don't know *B. Is title to the property subject to
37 any of the following?

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(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

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

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

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

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

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

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

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

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

Yes No Don't know *K. Are there any covenants, conditions, or restrictions recorded against the property?

2. WATER

A. Household Water

1		(1) The source of water for the
2		property is:
3		<input type="checkbox"/> Private or publicly owned
4		water system
5		<input type="checkbox"/> Private well serving only the
6		subject property
7		* <input type="checkbox"/> Other water system
8	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*If shared, are there any written
9		agreements?
10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*(2) Is there an easement
11		(recorded or unrecorded) for
12		access to and/or maintenance of
13		the water source?
14	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*(3) Are there any problems or
15		repairs needed?
16	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	(4) During your ownership, has
17		the source provided an adequate
18		year-round supply of potable
19		water? If no, please explain.
20	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*(5) Are there any water
21		treatment systems for the
22		property? If yes, are they
23		<input type="checkbox"/> Leased <input type="checkbox"/> Owned
24	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*(6) Are there any water rights
25		for the property associated with
26		its domestic water supply, such as
27		a water right permit, certificate,
28		or claim?
29	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	(a) If yes, has the water right
30		permit, certificate, or claim been
31		assigned, transferred, or
32		changed?
33		*(b) If yes, has all or any portion
34		of the water right not been used
35		for five or more successive
36		years?
37	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*(7) Are there any defects in the
38		operation of the water system
39		(e.g. pipes, tank, pump, etc.)?

B. Irrigation Water

Yes No Don't know (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

Yes No Don't know *(a) If yes, has all or any portion of the water right not been used for five or more successive years?

Yes No Don't know *(b) If so, is the certificate available? (If yes, please attach a copy.)

Yes No Don't know *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?

Yes No Don't know *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:

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) If yes, are there any defects in the system?

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

3. SEWER/ON-SITE SEWAGE SYSTEM

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A. The property is served by:
 Public sewer system,
 On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
 Other disposal system, please describe:

Yes No Don't know B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.

Yes No Don't know *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

D. If the property is connected to an on-site sewage system:

Yes No Don't know *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

(2) When was it last pumped?
.....

Yes No Don't know *(3) Are there any defects in the operation of the on-site sewage system?

Don't know (4) When was it last inspected?
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By whom:

Don't know (5) For how many bedrooms was the on-site sewage system approved?
..... bedrooms

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Yes No Don't know

F. Is the property equipped with smoke (~~alarms~~) detection devices?
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

Yes No 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:

Yes No Don't know

B. Are there regular periodic assessments:
\$. . . per Month Year
 Other

Yes No Don't know

*C. Are there any pending special assessments?

Yes No 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)?

7. ENVIRONMENTAL

Yes No 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?

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

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

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

28 DATE BUYER BUYER.

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

34 (3) The seller disclosure statement shall be for disclosure only,
35 and shall not be considered part of any written agreement between the
36 buyer and seller of residential property. The seller disclosure
37 statement shall be only a disclosure made by the seller, and not any
38 real estate licensee involved in the transaction, and shall not be

1 construed as a warranty of any kind by the seller or any real estate
2 licensee involved in the transaction.

3 NEW SECTION. **Sec. 4.** A new section is added to chapter 48.19
4 RCW to read as follows:

5 (1) In making rates for the insurance coverage for dwelling
6 units, insurers shall consider the benefits of fire alarms and smoke
7 detection devices in their rate making. If the insurer determines a
8 separate rate factor is valid, then an exhibit supporting these
9 changes and any credits or discounts resulting from any such changes
10 must be included in the initial filing supporting such change. An
11 insurer need not file any exhibits or offer any related discounts if:

12 (a) No changes are made to the credits or discounts already in
13 effect prior to the effective date of this section;

14 (b) It determines that there is no material anticipated change in
15 losses due to the use of such equipment; or

16 (c) Any potential credit or discount is not actuarially
17 supported.

18 (2) The commissioner shall report to the appropriate committees
19 of the legislature on any credits or discounts provided on insurance
20 premiums for fire alarms and smoke detection devices installed in
21 dwelling units. By December 31, 2020, and in compliance with RCW
22 43.01.036, the commissioner must submit a report to the appropriate
23 committees of the legislature that details the use of discounts prior
24 to and after the effective date of this section, and the type of fire
25 alarm or smoke detection device qualifying for a credit or discount.

26 (3) For the purposes of this section:

27 (a) "Dwelling unit" means a residential dwelling of any type,
28 including a single-family residence, apartment, condominium, or
29 cooperative unit.

30 (b) "Smoke detection device" or "smoke detection devices" means
31 an assembly incorporating in one unit a device which detects visible
32 or invisible particles of combustion, the control equipment, and the
33 alarm-sounding device, operated from a power supply either in the
34 unit or obtained at the point of installation.

35 (c) "Fire alarm" or "fire alarms" means any mechanical,
36 electrical or radio-controlled device that is designed to emit a
37 sound or transmit a signal or message when activated or any such
38 device that emits a sound and transmits a signal or message when
39 activated because of smoke, heat or fire.

1 (4) This section applies to rate filings for coverage for
2 dwelling units filed on or after January 1, 2020.

3 NEW SECTION. **Sec. 5.** This act shall be known and cited as the
4 Greg "Gibby" Gibson home fire safety act.

5 NEW SECTION. **Sec. 6.** Section 3 of this act is effective for
6 real estate transactions entered into on or after January 1, 2020.

7 NEW SECTION. **Sec. 7.** Section 1 of this act is necessary for the
8 immediate preservation of the public peace, health, or safety, or
9 support of the state government and its existing public institutions,
10 and takes effect July 1, 2019."

11 Correct the title.

--- END ---