
SENATE BILL 5284

State of Washington

66th Legislature

2019 Regular Session

By Senators Lias, Wagoner, and Van De Wege

1 AN ACT Relating to smoke detection devices; amending RCW
2 43.44.110 and 64.06.020; adding a new section to chapter 43.44 RCW;
3 adding a new section to chapter 48.19 RCW; and prescribing penalties.

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

5 **Sec. 1.** RCW 43.44.110 and 1995 c 369 s 34 are each amended to
6 read as follows:

7 (1) Smoke detection devices shall be installed inside all
8 dwelling units:

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

11 (b) Built or manufactured in this state after December 31, 1980;
12 or

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

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

16 (a) Nationally accepted standards; and

17 (b) As provided by the administrative procedure act, chapter
18 34.05 RCW, rules and regulations promulgated by the chief of the
19 Washington state patrol, through the director of fire protection.

20 (3) Installation of smoke detection devices shall be the
21 responsibility of the owner. Maintenance of smoke detection devices,

1 including the replacement of batteries where required for the proper
2 operation of the smoke detection device, shall be the responsibility
3 of the tenant, who shall maintain the device as specified by the
4 manufacturer. At the time of a vacancy, the owner shall insure that
5 the smoke detection device is operational prior to the reoccupancy of
6 the dwelling unit.

7 (4)(a) For any dwelling unit sold on or after the effective date
8 of this section, the seller shall install smoke detection devices in
9 the dwelling unit in accordance with this section before the buyer or
10 any other person occupies the dwelling unit following such sale. A
11 violation of this subsection does not affect the transfer of the
12 title, ownership, or possession of the dwelling unit.

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

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

20 ~~((+5))~~ (b) Any owner failing to comply with this section shall
21 be punished by a fine of five thousand dollars if, after such
22 failure, a fire causes property damage, personal injury, or death to
23 a tenant or a member of a tenant's household. All moneys received
24 pursuant to this subsection (5)(b) shall be deposited into the smoke
25 detection device awareness account created in section 2 of this act.

26 (6) This section shall be enforced by the chief of the Washington
27 state patrol, through the director of fire protection or the director
28 of fire protection's authorized deputy, or by:

29 (a) The chief of the fire department if the dwelling unit is
30 located within a city or town; or

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

34 (7) For the purposes of this section:

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

39 (b) "Smoke detection device" means an assembly incorporating in
40 one unit a device which detects visible or invisible particles of

1 combustion, the control equipment, and the alarm-sounding device,
2 operated from a power supply either in the unit or obtained at the
3 point of installation.

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

6 The smoke detection device awareness account is created in the
7 custody of the state treasurer. All receipts from fines imposed
8 pursuant to RCW 43.44.110(5)(b) must be deposited into the account.
9 Expenditures from the account may be used only for the purposes of
10 raising public awareness of owners and tenants' duties pertaining to
11 smoke detection devices under RCW 43.44.110 and of the danger to life
12 and property resulting from a failure to comply with those duties.
13 Only the Washington state patrol, through the director of fire
14 protection or the director of fire protection's authorized deputy,
15 may authorize expenditures from the account. The account is subject
16 to the allotment procedures under chapter 43.88 RCW, but an
17 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
9			*If shared, are there any written
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
11			* (2) Is there an easement
12			(recorded or unrecorded) for
13			access to and/or maintenance of
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
15			* (3) Are there any problems or
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
17			(4) During your ownership, has
18			the source provided an adequate
19			year-round supply of potable
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
21			* (5) Are there any water
22			treatment systems for the
23			property? If yes, are they
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
25			<input type="checkbox"/> Leased <input type="checkbox"/> Owned
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
27			* (6) Are there any water rights
28			for the property associated with
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
30			(a) If yes, has the water right
31			permit, certificate, or claim been
32			assigned, transferred, or
33			changed?
34			* (b) If yes, has all or any portion
35			of the water right not been used
36			for five or more successive
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
38			* (7) Are there any defects in the
39			operation of the water system
			(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 E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain:

Yes No Don't know *F. Have there been any changes or repairs to the on-site sewage system?

Yes No Don't know G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain.
.....

Yes No Don't know *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?
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NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES

4. STRUCTURAL

Yes No Don't know *A. Has the roof leaked within the last five years?

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

Yes No Don't know *C. Have there been any conversions, additions, or remodeling?

Yes No Don't know *(1) If yes, were all building permits obtained?

Yes No Don't know *(2) If yes, were all final inspections obtained?

Yes No Don't know D. Do you know the age of the house? If yes, year of original construction:

Yes No Don't know *E. Has there been any settling, slippage, or sliding of the property or its improvements?

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Yes No Don't know *F. Are there any defects with the following: (If yes, please check applicable items and explain.)

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| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding |
| <input type="checkbox"/> Other | <input type="checkbox"/> Woodstoves | <input type="checkbox"/> Elevators |
| <input type="checkbox"/> Incline Elevators | <input type="checkbox"/> Stairway Chair | <input type="checkbox"/> Wheelchair Lifts |

Lifts

Yes No Don't know *G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?

Yes No Don't know H. During your ownership, has the property had any wood destroying organism or pest infestation?

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

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

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

Yes No Don't know Electrical system, including wiring, switches, outlets, and service

Yes No Don't know Plumbing system, including pipes, faucets, fixtures, and toilets

Yes No Don't know Hot water tank

Yes No Don't know Garbage disposal

Yes No Don't know Appliances

Yes No Don't know Sump pump

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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, seller must equip the residence with smoke detection devices.)

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?

Yes No Don't know *B. Does any part of the property contain fill dirt, waste, or other fill material?

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Yes No Don't know *B. Did any previous owner make any alterations to the home?

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 the property that a prospective buyer should know about?

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

NOTICE TO THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate
- 3 information provided by Seller, except to the extent that
- 4 real estate licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended
- 6 to be a part of the written agreement between the Buyer
- 7 and Seller.
- 8 E. Buyer (which term includes all persons signing the
- 9 "Buyer's acceptance" portion of this disclosure statement
- 10 below) has received a copy of this Disclosure Statement
- 11 (including 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
17 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE
19 THE 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
24 PARTY.

25 DATE BUYER BUYER.

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

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

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

3 (1) All insurance companies writing homeowner's insurance in this
4 state shall allow an appropriate reduction in premium charges to all
5 persons who certify the dwelling unit or units covered under the
6 insurance policy contain properly installed and maintained smoke
7 detection devices meeting the requirements in RCW 43.44.110.

8 (2) For purposes of this section, "smoke detection device" has
9 the same meaning as in RCW 43.44.110.

--- END ---