

Senate Bill No. 1386

Passed the Senate August 21, 2008

Secretary of the Senate

Passed the Assembly August 15, 2008

Chief Clerk of the Assembly

This bill was received by the Governor this _____ day
of _____, 2008, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to amend Sections 1102.6 and 1102.6d of the Civil Code, and to amend Sections 13113.8 and 19211 of, to add Sections 17926, 17926.1, 17926.2, and 17926.3 to, and to to add Chapter 8 (commencing with Section 13260) to Part 2 of Division 12 of, the Health and Safety Code, relating to residential building safety.

LEGISLATIVE COUNSEL'S DIGEST

SB 1386, Lowenthal. Residential building safety.

(1) Existing law requires the State Fire Marshal to adopt regulations and standards regarding the quality and installation of burglar bars and safety release mechanisms for emergency escape and rescue windows, the approval and installation of smoke detectors, and the approval of portable fire extinguishers for marketing, distribution, and sale in this state. Existing law requires a smoke detector approved and listed by the State Fire Marshal to be installed in a dwelling unit intended for human occupancy. Existing law also requires the transferor of real property containing a single-family dwelling to provide transferees written notice of compliance with specified requirements for the installation of smoke detectors.

This bill would instead require the transferor to disclose to the prospective purchaser the transferor's compliance with that provision, as specified.

The State Housing Law creates standards for buildings used for human habitation. A violation of that law is a misdemeanor.

This bill would require the State Fire Marshal to certify and approve carbon monoxide devices for the use in dwelling units intended for human occupancy, as defined. The bill would require a carbon monoxide device to be installed in a dwelling unit intended for human occupancy, as specified, and would generally provide that a violation of these provisions is an infraction punishable by a maximum fine of \$200 for each offense, but the bill would require that a property owner receive a 30-day notice to correct. By creating a new crime, this bill would create a state-mandated local program.

This bill would require an owner or the owner's agent of a dwelling unit intended for human occupancy who rents or leases space to a tenant to maintain carbon monoxide devices in that dwelling unit. The bill would also permit the owner or the owner's agent to enter that dwelling unit to install, repair, test, and maintain carbon monoxide devices, as specified. The bill would further require, effective 2 years after the adoption of the 2010 edition of the California Building Standards Code, the transferor of any single-family dwelling to provide a written disclosure to the prospective purchaser of the transferor's compliance with specified requirements for the installation of carbon monoxide devices, as specified.

The bill would require the Department of Housing and Community Development, after consultation with the State Fire Marshal, to develop and propose building standards consistent with the bill's provisions, as specified. The bill would require the State Fire Marshal to charge an appropriate fee to the manufacturer of a carbon monoxide device to cover the costs associated with the approval and listing of carbon monoxide devices and the costs of the Department of Housing and Community Development for the development and proposal of building standards. The bill would also make related legislative findings and declarations.

(2) Existing law requires all new and replacement water heaters, and all existing residential water heaters, to be braced, anchored, or strapped to resist falling or horizontal displacement due to earthquake motion. Existing law also requires the seller of any real property containing a water heater to certify in writing to the prospective purchaser that this provision has been complied with.

This bill would instead require the transferor of any real property containing a water heater to certify that compliance in writing to the prospective purchaser, as specified.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 1102.6 of the Civil Code is amended to read:

1102.6. The disclosures required by this article pertaining to the property proposed to be transferred are set forth in, and shall be made on a copy of, the following disclosure form:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF _____, 20 _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I

COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures:

II

SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER:

Seller ___is ___is not occupying the property.

A. The subject property has the items checked below (read across):

- | | | |
|--|--|---|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Washer/Dryer Hookups | | <input type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Carbon Monoxide |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Cndtng. | <input type="checkbox"/> Detector(s) * |
| <input type="checkbox"/> Wall/Window Air Cndtng. | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Patio/Decking | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Sauna | | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Hot Tub ___Locking | <input type="checkbox"/> Pool ___Child | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Safety Cover * | <input type="checkbox"/> Resistant Barrier * | |
| <input type="checkbox"/> Security Gate(s) | <input type="checkbox"/> Automatic Garage | <input type="checkbox"/> Spa ___Locking |
| | <input type="checkbox"/> Door Opener(s) * | <input type="checkbox"/> Safety Cover * |
| Garage: ___Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Number Remote |
| Pool/Spa Heater: ___Gas | <input type="checkbox"/> Solar | <input type="checkbox"/> Controls |
| Water Heater: ___Gas | <input type="checkbox"/> Water Heater | <input type="checkbox"/> Carport |
| | <input type="checkbox"/> Anchored, Braced, | <input type="checkbox"/> Electric |
| | <input type="checkbox"/> or Strapped * | <input type="checkbox"/> Private Utility or |
| Water Supply: ___City | <input type="checkbox"/> Well | <input type="checkbox"/> Other _____ |
| Gas Supply: ___Utility | <input type="checkbox"/> Bottled | |
| <input type="checkbox"/> Window Screens | <input type="checkbox"/> Window Security | |
| | <input type="checkbox"/> Bars ___Quick-release | |
| | <input type="checkbox"/> Mechanism on | |
| | <input type="checkbox"/> Bedroom Windows * | |

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
 Gas Starter _____ Roof(s): Type: _____ Age: _____ (approx.)
 Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ___Yes ___No. If yes, then describe.

(Attach additional sheets if necessary): _____

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ___Yes ___No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s)
 Windows Doors Foundation Slab(s) Driveways Sidewalks
 Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other
 Structural Components (Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary): _____

* This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. The carbon monoxide detector may not be in compliance with the requirements set forth in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of the Health and Safety Code.

- C. Are you (Seller) aware of any of the following:
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and drive-ways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits Yes No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes Yes No
 6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
 7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
 8. Flooding, drainage or grading problems Yes No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
 11. Neighborhood noise problems or other nuisances Yes No
 12. CC&Rs or other deed restrictions or obligations Yes No
 13. Homeowners' Association which has any authority over the subject property Yes No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
 15. Any notices of abatement or citations against the property Yes No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____
Seller _____ Date _____

III

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

Agent notes no items for disclosure.

Agent notes the following items:

Agent (Broker
Representing Seller) _____ (Please Print) By _____ (Associate Licensee
or Broker Signature) Date _____

IV

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Agent notes no items for disclosure.

Agent notes the following items:

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

SEC. 2. Section 1102.6d of the Civil Code is amended to read:

1102.6d. Except for manufactured homes and mobilehomes located in a common interest development governed by Title 6 (commencing with Section 1351), the disclosures applicable to the resale of a manufactured home or mobilehome pursuant to subdivision (b) of Section 1102 are set forth in, and shall be made on a copy of, the following disclosure form:

MANUFACTURED HOME AND MOBILEHOME:
TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT _____ IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS
YEAR MAKE SERIAL #(s) HCD DECAL # or Equivalent

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (b) OF SECTION 1102 OF THE CIVIL CODE AND SECTIONS 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF _____ DATE _____.

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREAFTER THE SELLER), OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH SECTION 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH SECTION 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

I

COORDINATION WITH OTHER DISCLOSURES & INFORMATION

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, Section 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or a local enforcement agency). Substituted Disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

- Home inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: _____

II

SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether, and on what terms, to purchase the subject Home. Seller hereby authorizes any agent(s), as defined in Section 18046 of the Health and Safety Code, representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Home.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN SECTION 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller ___ is ___ is not occupying the Home.

A. The subject Home includes the items checked below which are being sold with the Home (read across):

- | | | |
|--|---|--|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Burglar Alarm | <input type="checkbox"/> Smoke Detectors | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Carbon Monoxide Detector(s) * |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Cndtng. | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Evaporative Cooler(s) | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Wall/Window Air Cndtng. |
| <input type="checkbox"/> Porch Decking | <input type="checkbox"/> Porch Awning | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Private Spa | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Hot Tub Locking Cvr * | <input type="checkbox"/> Spa Locking Safety Cvr * |
| <input type="checkbox"/> Solar/Spa Heater | <input type="checkbox"/> Gas Water Heater | <input type="checkbox"/> Gas/Spa Heater |
| <input type="checkbox"/> Electric Water Heater | <input type="checkbox"/> Water Htr Anchored, Braced or Strapped * | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Carport Awning | | <input type="checkbox"/> Bottled Propane |
| <input type="checkbox"/> Automatic Garage Door Opener(s) * | <input type="checkbox"/> Attached Garage | <input type="checkbox"/> Detached Garage |
| <input type="checkbox"/> Window Secure Bars | <input type="checkbox"/> # Remote Controls | <input type="checkbox"/> Window Screens |
| <input type="checkbox"/> Earthquake Resistant Bracing System | <input type="checkbox"/> Bedroom Window Quick Release Mechanism * | <input type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Washer/Dryer Hookups | | |

Exhaust Fan(s) in _____ 220 Volt Wiring in _____
 Fireplace(s) in _____ Gas Starters _____
 Roof(s) and type(s) _____ Roof age (Approximate) _____
 Other _____

* If there is an automatic garage door opener or safety cover listed above, it may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of the Health and Safety Code, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of the Health and Safety Code. The water heater may not be anchored, braced, strapped or secured in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. The carbon monoxide detector may not be in compliance with the requirements set forth in Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of the Health and Safety Code.

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe. (Attach additional sheets if necessary): _____

B. Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?

Yes No If yes, check appropriate space(s) below:

- Interior Walls, Ceilings, Floors, Exterior Walls, Insulation,
- Roof(s), Windows, Doors, Home Electrical Systems, Plumbing,
- Porch or Deck, Porch Steps & Railings, Other Steps & Railings,
- Porch Awning, Carport Awning, Other Awnings, Skirting,
- Home Foundation or Support System,
- Other Structural Components (Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary): _____

C. Are you (the Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, or chemical storage tanks on the subject home interior or exterior Yes No
2. Room additions, structural modifications, or other alterations or repairs made without necessary permits Yes No
3. Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes Yes No
4. Any settling from slippage, sliding or problems with leveling of the home or the foundation or support system Yes No
5. Drainage or grading problems with the home, space or lot Yes No
6. Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides Yes No
7. Any notices of abatement or citations against the home or accessory structures being sold with the home Yes No
8. Any lawsuits by or against the seller threatening to or affecting the home or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home Yes No
9. Neighborhood noise problems or other nuisances Yes No
10. Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): _____

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____
Seller _____ Date _____

III

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an Agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent
Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

IV

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Agent who has obtained the offer is other than the Agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

V

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE HOME AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THE BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent
Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

VI

SECTION 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER DELIVERY OF THIS DISCLOSURE, IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

SEC. 3. Section 13113.8 of the Health and Safety Code is amended to read:

13113.8. (a) On and after January 1, 1986, every single-family dwelling and factory-built housing, as defined in Section 19971, that is sold shall have an operable smoke detector. The detector shall be approved and listed by the State Fire Marshal and installed in accordance with the State Fire Marshal's regulations. Unless prohibited by local rules, regulations, or ordinances, a battery-operated smoke detector shall be deemed to satisfy the requirements of this section.

(b) The transferor of any real property containing a single-family dwelling, as described in subdivision (a), subject to Section 1102 of the Civil Code, shall disclose to the prospective purchaser the transferor's compliance with this section. This disclosure shall be made in writing, and may be included in existing transactional documents, including, but not limited to, a real estate sales contract or receipt for deposit, or a transfer disclosure statement pursuant to Section 1102.6, 1102.6a, or 1102.6d of the Civil Code.

(c) No liability shall arise, nor any action be brought or maintained against, any agent of any party to a transfer of title, including any person or entity acting in the capacity of an escrow, for any error, inaccuracy, or omission relating to the disclosure required to be made by a transferor pursuant to this section. However, this subdivision does not apply to a licensee, as defined in Section 10011 of the Business and Professions Code, where the licensee participates in the making of the disclosure required to be made pursuant to this section with actual knowledge of the falsity of the disclosure.

(d) Except as otherwise provided in this section, this section shall not be deemed to create or imply a duty upon a licensee, as defined in Section 10011 of the Business and Professions Code, or upon any agent of any party to a transfer of title, including any person or entity acting in the capacity of an escrow, to monitor or ensure compliance with this section.

(e) No transfer of title shall be invalidated on the basis of a failure to comply with this section, and the exclusive remedy for the failure to comply with this section is an award of actual damages not to exceed one hundred dollars (\$100), exclusive of any court costs and attorney's fees.

(f) Local ordinances requiring smoke detectors in single-family dwellings may be enacted or amended. However, the ordinances shall satisfy the minimum requirements of this section.

(g) For the purposes of this section, “single-family dwelling” does not include a manufactured home as defined in Section 18007, a mobilehome as defined in Section 18008, or a commercial coach as defined in Section 18001.8.

(h) This section shall not apply to the installation of smoke detectors in dwellings intended for human occupancy, as defined in and regulated by Section 13113.7 of the Health and Safety Code, as added by Senate Bill 1448 in the 1983–84 Regular Session.

SEC. 4. Chapter 8 (commencing with Section 13260) is added to Part 2 of Division 12 of the Health and Safety Code, to read:

CHAPTER 8. CARBON MONOXIDE POISONING PREVENTION ACT
OF 2008

13260. This chapter shall be known and may be cited as the Carbon Monoxide Poisoning Prevention Act of 2008.

13261. The Legislature finds and declares all of the following:

(a) According to the American Medical Association, carbon monoxide is the leading cause of accidental poisoning deaths in the United States. Each year carbon monoxide kills approximately 500 people and injures another 15,000 people nationwide.

(b) According to the United States Environmental Protection Agency, a person cannot see or smell carbon monoxide. At high levels carbon monoxide can kill a person in minutes. Carbon monoxide is produced whenever any fuel, such as gas, oil, kerosene, wood, or charcoal, is burned.

(c) The State Air Resources Board estimates that every year carbon monoxide accounts for between 30 and 40 avoidable deaths, possibly thousands of avoidable illnesses, and between 175 and 700 avoidable emergency room and hospital visits.

(d) There are well-documented chronic health effects of acute carbon monoxide poisoning or prolonged exposure to carbon monoxide, including, but not limited to, lethargy, headaches, concentration problems, amnesia, psychosis, Parkinson’s disease, memory impairment, and personality alterations.

(e) Experts estimate that equipping every home with a carbon monoxide device would cut accident-related costs by 93 percent.

Sixteen states and a number of large cities have laws mandating the use of carbon monoxide devices.

(f) Carbon monoxide devices provide a vital, highly effective, and low-cost protection against carbon monoxide poisoning and these devices should be made available to every home in California.

13262. For purposes of this chapter, the following definitions shall apply:

(a) “Carbon monoxide device” means a device that meets all of the following requirements:

(1) A device designed to detect carbon monoxide and produce a distinct, audible alarm.

(2) A device that is battery powered, a plug-in device with battery backup, or a device installed as recommended by Standard 720 of the National Fire Protection Association that is either wired into the alternating current power line of the dwelling unit with a secondary battery backup or connected to a system via a panel.

(3) If the device is combined with a smoke detector, the combined device shall comply with all of the following:

(A) The standards that apply to carbon monoxide alarms as described in this chapter.

(B) The standards that apply to smoke detectors, as described in Section 13113.7.

(C) The combined device emits an alarm or voice warning in a manner that clearly differentiates between a carbon monoxide alarm warning and a smoke detector warning.

(4) The device has been tested and certified, pursuant to the requirements of the American National Standards Institute (ANSI) and Underwriters’ Laboratories Inc. (UL) as set forth in either ANSI/UL 2034 or ANSI/UL 2075, by a nationally recognized testing laboratory listed in the directory of approved testing laboratories established by the Building Materials Listing program of the Fire Engineering Division of the Office of the State Fire Marshal of the Department of Forestry and Fire Protection.

(b) “Dwelling unit intended for human occupancy” includes a single-family dwelling, factory-built home as defined in Section 19971, duplex, lodging house, dormitory, hotel, motel, condominium, stock cooperative, time-share project, or dwelling unit in a multiple-unit dwelling unit building or buildings. “Dwelling unit intended for human occupancy” does not include

a property owned or leased by the state, the Regents of the University of California, or a local governmental agency.

(c) “Fossil fuel” means coal, kerosene, oil, wood, fuel gases, and other petroleum or hydrocarbon products, which emit carbon monoxide as a byproduct of combustion.

13263. (a) (1) The State Fire Marshal shall develop a certification and decertification process to approve and list carbon monoxide devices and to disapprove and delist previously approved devices, if necessary. The certification and decertification process shall include consideration of effectiveness and reliability of the devices, including, but not limited to, their propensity to record false alarms.

(2) The State Fire Marshal shall charge an appropriate fee to the manufacturer of a carbon monoxide device to cover his or her costs associated with the approval and listing of carbon monoxide devices and the costs of the Department of Housing and Community Development for the development and proposal of building standards pursuant to Section 17926.3.

(b) Notwithstanding subdivision (a), a person shall not market, distribute, offer for sale, or sell any carbon monoxide device in this state unless the device has been approved and listed by the State Fire Marshal.

13264. An owner of a dwelling unit intended for human occupancy shall comply with regulations and building standards regarding carbon monoxide devices in this chapter and in Sections 17926 to 17926.3, inclusive.

SEC. 5. Section 17926 is added to the Health and Safety Code, to read:

17926. (a) A carbon monoxide device, approved and listed by the State Fire Marshal pursuant to Section 13263, shall be installed in each dwelling intended for human occupancy having a fossil fuel burning heater or appliance, fireplace, or an attached garage, within the earliest applicable time period as follows:

(1) For all existing single-family dwelling units intended for human occupancy on or before July 1, 2010.

(2) For all new single-family and multiple-family residential construction one year after the effective date of the 2010 edition of the California Building Standards Code (Part 2 (commencing with Section 101) of Title 24 of the California Code of Regulations) that includes regulation of carbon monoxide devices.

(3) For all other dwelling units intended for human occupancy on the first January 1 or July 1 that occurs more than two years after the publication date of the 2010 edition of the California Building Standards Code (Part 2 (commencing with Section 101) of Title 24 of the California Code of Regulations) that includes regulation of carbon monoxide devices.

(b) (1) Notwithstanding Section 17995, except as provided in paragraph (2), a violation of this section is an infraction punishable by a maximum fine of two hundred dollars (\$200) for each offense.

(2) Notwithstanding paragraph (1), a property owner shall receive a 30-day notice to correct. The owner may be assessed a fine for the failure to correct within that time period.

(c) A local ordinance requiring carbon monoxide devices may be enacted or amended if the ordinance is consistent with this chapter.

SEC. 6. Section 17926.1 is added to the Health and Safety Code, to read:

17926.1. (a) An owner or owner's agent of a dwelling unit intended for human occupancy who rents or leases space to a tenant shall maintain carbon monoxide devices in that dwelling unit consistent with this chapter.

(b) An owner or the owner's agent may enter any dwelling unit, efficiency dwelling unit, guest room, and suite owned by the owner for the purpose of installing, repairing, testing, and maintaining single station carbon monoxide devices required by this section. Except in cases of emergency, the owner or owner's agent shall give the tenants of each unit, room, or suite reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in the absence of evidence to the contrary.

(c) The carbon monoxide device shall be operable at the time that the tenant takes possession. A tenant shall be responsible for notifying the owner or owner's agent if the tenant becomes aware of an inoperable or deficient carbon monoxide device within his or her unit. The owner or owner's agent shall correct any reported deficiencies or inoperabilities in the carbon monoxide device and shall not be in violation of this section for a deficient or inoperable carbon monoxide device when he or she has not received notice of the deficiency or inoperability.

(d) This section shall not affect any rights which the parties may have under any other provision of law because of the presence or absence of a carbon monoxide device.

(e) For purposes of this section, with respect to a time-share project, “owner” means the homeowners’ association of the time-share project.

SEC. 7. Section 17926.2 is added to the Health and Safety Code, to read:

17926.2. (a) Effective two years after the adoption of the 2010 edition of the California Building Standards Code (Part 2 (commencing with Section 101) of Title 24 of the California Code of Regulations), as adopted pursuant to Section 13263, or earlier at the option of the transferor, the transferor of any real property containing a single-family dwelling, the transfer of which is subject to Section 1102 of the Civil Code, shall disclose to the prospective purchaser the transferor’s compliance with Section 13263. This disclosure shall be made in writing, and may be included in existing transactional documents, including, but not limited to, a real estate sales contract or receipt for deposit, or a transfer disclosure statement pursuant to Section 1102.6, 1102.6a, or 1102.6d of the Civil Code.

(b) Liability shall not arise, and an action shall not be brought or maintained against, an agent of a party to a transfer of title, including a person or entity acting in the capacity of an escrow, for any error, inaccuracy, or omission relating to the disclosure made by a transferor pursuant to this section. However, this subdivision does not apply to a licensee, as defined in Section 10011 of the Business and Professions Code, where the licensee participates in the making of the disclosure required to be made pursuant to this section with actual knowledge of the falsity of the disclosure.

(c) Except as otherwise provided in this section, this section shall not be deemed to create or imply a duty upon a licensee, as defined in Section 10011 of the Business and Professions Code, or upon any agent of any party to a transfer of title, including any person or entity acting in the capacity of an escrow, to monitor or ensure compliance with this section.

(d) A transfer of title shall not be invalidated on the basis of a failure to comply with this section, and the exclusive remedy for the failure to comply with this section is an award of actual

damages not to exceed one hundred dollars (\$100), exclusive of court costs and attorney's fees.

SEC. 8. Section 17926.3 is added to the Health and Safety Code, to read:

17926.3. (a) The Department of Housing and Community Development shall, after consultation with the State Fire Marshal, develop and propose building standards consistent with the intent of the Carbon Monoxide Poisoning Prevention Act of 2008 (Chapter 8 (commencing with Section 13260) of Part 2 of Division 12) for consideration by the California Building Standards Commission during the 2010 California Building Standards Code adoption cycle, or at a later date if the department, in consultation with the State Fire Marshal, determines that there is not a sufficient amount of tested and approved devices to meet the requirements of the Carbon Monoxide Poisoning Prevention Act of 2008, and other regulations applicable to existing housing if deemed necessary to implement that act..

(b) If the Department of Housing and Community Development or the California Building Standards Commission adopts regulations or standards after July 1, 2010, that modify the later updates or revise the regulations of building standards in a manner that modifies the original requirements imposed by this section, the owner or owner's agent shall not be required to install a new device meeting the requirements of those regulations or building standards within an individual dwelling unit until the owner makes application for a permit for alterations, repairs, or additions to that dwelling unit, the cost of which will exceed one thousand dollars (\$1,000).

SEC. 9. Section 19211 of the Health and Safety Code is amended to read:

19211. (a) Notwithstanding Section 19100, all new and replacement water heaters, and all existing residential water heaters, shall be braced, anchored, or strapped to resist falling or horizontal displacement due to earthquake motion. At a minimum, any water heater shall be secured in accordance with the California Plumbing Code, or modifications made thereto by a city, county, or city and county pursuant to Section 17958.5.

(b) The transferor of any real property containing a water heater shall certify to the prospective purchaser that this section has been complied with. This certification shall be made in writing, and

may be included in existing transactional documents, including, but not limited to, the Homeowner’s Guide to Earthquake Safety published pursuant to Section 10149 of the Business and Professions Code, a real estate sales contract or receipt for deposit, or a transfer disclosure statement pursuant to Section 1102.6, 1102.6a, or 1102.6d of the Civil Code.

(c) An owner of a residential rental property shall not evict any person on the basis that the eviction is required in order to comply with this section.

(d) For the purposes of subdivision (a), “water heater” means any standard water heater with a capacity of not more than 120 gallons for which a preengineered strapping kit is readily available.

(e) Notwithstanding Section 669 of the Evidence Code, the failure of any person to comply with this section shall not create a presumption of a failure by that person to exercise due care.

(f) Any building or portion thereof, including any dwelling unit, guestroom, suite of rooms, or portions thereof, or the premises on which it is located is deemed to be a nuisance if it is in violation of this section. The owner or the owner’s agent shall have the right to correct any violation of subdivision (a) pursuant to Section 17980.

SEC. 10. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Approved _____, 2008

Governor