

AMENDED IN ASSEMBLY JUNE 11, 2009

AMENDED IN SENATE MAY 26, 2009

AMENDED IN SENATE MAY 6, 2009

AMENDED IN SENATE APRIL 13, 2009

SENATE BILL

No. 183

Introduced by Senator Lowenthal
(Coauthor: Senator Wiggins)

February 17, 2009

An act to amend Sections 1102.6 and 1102.6d of the Civil Code, and to add Sections 17926, 17926.1, and 17926.2 to, and 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 183, as amended, Lowenthal. Residential building safety.

(1) Existing law requires certain transferors of real property improved with 1 to 4 dwelling units, as well as transferors of mobilehomes and manufactured homes, to make specified disclosures to prospective transferees regarding the characteristics of the property and prescribes forms for the purpose of making these disclosures. Existing law 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. Existing law requires the seller of any real property containing a water heater to certify in writing to a prospective purchaser compliance with specified safety requirements related to those water heaters.

This bill would revise the disclosure forms, described above, to provide a seller certification that the property, at the close of escrow,

will be in compliance with the requirements for smoke detectors and water heaters, described above, and to remove these provisions from elsewhere in the forms. The bill would also revise the disclosure forms to add a disclosure regarding carbon monoxide devices and a statement specifying that installation of a listed appliance, device, or amenity is not a precondition to sale or transfer.

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

This bill would enact the Carbon Monoxide Poisoning Prevention Act of 2009. 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 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. The bill would prohibit the marketing, distribution, or sale of devices that do not meet these standards. 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 prior to the imposition of the fine. By creating a new crime, this bill would create a state-mandated local program. The bill would provide that a transfer of title is not invalidated on the basis of a failure to comply with these requirements, and that the exclusive remedy for the failure to comply is an award of actual damages not to exceed \$100, exclusive of any court costs and attorney's fees.

This bill would require an owner or the owner's agent of a dwelling unit intended for human occupancy who rents or leases the dwelling unit to a tenant to maintain carbon monoxide devices in that dwelling unit. The bill would 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 permit the Department of Housing and Community Development to suspend enforcement of certain requirements on property owners if the department, in consultation with the State Fire Marshal, determines that a sufficient amount of tested and approved carbon monoxide devices are not available, and would require the department to publicize this decision, as specified. The bill would also make a statement of legislative findings.

(2) 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.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

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

- 1 SECTION 1. Section 1102.6 of the Civil Code is amended to
- 2 read:
- 3 1102.6. The disclosures required by this article pertaining to
- 4 the property proposed to be transferred are set forth in, and shall
- 5 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"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Cndtng. | <input type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Wall/Window Air Cndtng. | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Patio/Decking | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Sauna | | |
| <input type="checkbox"/> Hot Tub ___ Locking Safety Cover | <input type="checkbox"/> Pool ___ Child Resistant Barrier | <input type="checkbox"/> Spa ___ Locking Safety Cover |
| <input type="checkbox"/> Security Gate(s) | <input type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Number Remote Controls |
| Garage: ___ Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Carport |
| Pool/Spa Heater: ___ Gas | <input type="checkbox"/> Solar | <input type="checkbox"/> Electric |
| Water Heater: ___ Gas | | <input type="checkbox"/> Private Utility or Other _____ |
| | <input type="checkbox"/> Well | |
| Water Supply: ___ City | <input type="checkbox"/> Bottled | |
| Gas Supply: ___ Utility | <input type="checkbox"/> Window Security Bars ___ Quick-Release Mechanism on Bedroom Windows | |
| <input type="checkbox"/> Window Screens | | |

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): _____

* Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or 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. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards 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.): _____

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detectors(s) which are approved, listed, and installed in

 |

accordance with the State Fire Marshal's regulations and applicable local standards.

- 2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

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) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker 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 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(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 (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.

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1 SEC. 2. Section 1102.6d of the Civil Code is amended to read:
2 1102.6d. Except for manufactured homes and mobilehomes
3 located in a common interest development governed by Title 6
4 (commencing with Section 1351), the disclosures applicable to
5 the resale of a manufactured home or mobilehome pursuant to
6 subdivision (b) of Section 1102 are set forth in, and shall be made
7 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 DISCLOSURE & 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: _____

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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"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Wall/Window Air Cndtng. |
| <input type="checkbox"/> Evaporative Cooler(s) | <input type="checkbox"/> Central Air Cndtng. | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Porch Decking | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Porch Awning | <input type="checkbox"/> Spa Locking Safety Cvr |
| <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Private Spa | <input type="checkbox"/> Gas/Spa Heater |
| <input type="checkbox"/> Solar/Spa Heater | <input type="checkbox"/> Hot Tub Locking Cvr | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Electric Water Heater | <input type="checkbox"/> Gas Water Heater | <input type="checkbox"/> Bottled Propane |
| <input type="checkbox"/> Carport Awning | | |
| <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 Starter(s) _____
 Roof(s) and type(s) _____ Roof age (Approximate) _____
 Other _____

* Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the home. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or 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. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards 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.): _____

- D. 1. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detectors(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

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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.

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1 SEC. 3. Chapter 8 (commencing with Section 13260) is added
2 to Part 2 of Division 12 of the Health and Safety Code, to read:

3
4 CHAPTER 8. CARBON MONOXIDE POISONING PREVENTION ACT
5 OF 2009
6

7 13260. This chapter shall be known and may be cited as the
8 Carbon Monoxide Poisoning Prevention Act of 2009.

9 13261. The Legislature finds and declares all of the following:

10 (a) According to the American Medical Association, carbon
11 monoxide is the leading cause of accidental poisoning deaths in
12 the United States. The federal Centers for Disease Control and
13 Prevention estimate that carbon monoxide kills approximately 500
14 people each year and injures another 20,000 people nationwide.

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

20 (c) The State Air Resources Board estimates that every year
21 carbon monoxide accounts for between 30 and 40 avoidable deaths,
22 possibly thousands of avoidable illnesses, and between 175 and
23 700 avoidable emergency room and hospital visits.

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

29 (e) Experts estimate that equipping every home with a carbon
30 monoxide device would cut accident-related costs by 93 percent.
31 Eighteen states and a number of large cities have laws mandating
32 the use of carbon monoxide devices.

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

36 (g) The Homeowners' Guide to Environmental Hazards prepared
37 pursuant to Section 10084 of the Business and Professions Code
38 is an important educational tool and should include information
39 regarding carbon monoxide. It is the intent of the Legislature that
40 when the booklet is next updated as existing resources permit, or

1 as private resources are made available, it be updated to include a
2 section on carbon monoxide.

3 13262. For purposes of this chapter, the following definitions
4 shall apply:

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

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

9 (2) A device that is battery powered, a plug-in device with
10 battery backup, or a device installed as recommended by Standard
11 720 of the National Fire Protection Association that is either wired
12 into the alternating current power line of the dwelling unit with a
13 secondary battery backup or connected to a system via a panel.

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

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

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

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

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

32 (b) “Dwelling unit intended for human occupancy” includes a
33 single-family dwelling, factory-built home as defined in Section
34 19971, duplex, lodging house, dormitory, hotel, motel,
35 condominium, stock cooperative, time-share project, or dwelling
36 unit in a multiple-unit dwelling unit building or buildings.
37 “Dwelling unit intended for human occupancy” does not include
38 a property owned or leased by the state, the Regents of the
39 University of California, or a local governmental agency.

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

4 13263. (a) (1) The State Fire Marshal shall develop a
5 certification and decertification process to approve and list carbon
6 monoxide devices and to disapprove and delist previously approved
7 devices, if necessary. The certification and decertification process
8 shall include consideration of effectiveness and reliability of the
9 devices, including, but not limited to, their propensity to record
10 false alarms.

11 (2) The State Fire Marshal shall charge an appropriate fee to
12 the manufacturer of a carbon monoxide device to cover his or her
13 costs associated with the approval and listing of carbon monoxide
14 devices.

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

18 SEC. 4. Section 17926 is added to the Health and Safety Code,
19 to read:

20 17926. (a) An owner of a dwelling unit intended for human
21 occupancy shall install a carbon monoxide device, approved and
22 listed by the State Fire Marshal pursuant to Section 13263, in each
23 existing dwelling unit having a fossil fuel burning heater or
24 appliance, fireplace, or an attached garage, within the earliest
25 applicable time period as follows:

26 (1) For all existing single-family dwelling units intended for
27 human occupancy on or before January 1, 2011.

28 (2) For all other existing dwelling units intended for human
29 occupancy on or before ~~January~~ *July* 1, 2012.

30 (b) With respect to the number and placement of carbon
31 monoxide devices, an owner shall install the devices in a manner
32 consistent with building standards applicable to new construction
33 for the relevant type of occupancy or with the manufacturer’s
34 instructions, if it is technically feasible to do so.

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

39 (2) Notwithstanding paragraph (1), a property owner shall
40 receive a 30-day notice to correct. If an owner receiving notice

1 fails to correct within that time period, the owner may be assessed
2 the fine pursuant to paragraph (2).

3 (d) No transfer of title shall be invalidated on the basis of a
4 failure to comply with this section, and the exclusive remedy for
5 the failure to comply with this section is an award of actual
6 damages not to exceed one hundred dollars (\$100), exclusive of
7 any court costs and attorney's fees. *This subdivision is not intended*
8 *to affect any duties, rights, or remedies otherwise available at law.*

9 (e) A local ordinance requiring carbon monoxide devices may
10 be enacted or amended if the ordinance is consistent with this
11 chapter. ~~This section is not intended to affect any duties, rights,~~
12 ~~or remedies otherwise available at law.~~ *chapter.*

13 SEC. 5. Section 17926.1 is added to the Health and Safety
14 Code, to read:

15 17926.1. (a) An owner or owner's agent of a dwelling unit
16 intended for human occupancy who rents or leases the dwelling
17 unit to a tenant shall maintain carbon monoxide devices in that
18 dwelling unit consistent with this section and Section 17926.

19 (b) An owner or the owner's agent may enter any dwelling unit
20 intended for human occupancy owned by the owner for the purpose
21 of installing, repairing, testing, and maintaining carbon monoxide
22 devices required by this section, pursuant to the authority and
23 requirements of Section 1954 of the Civil Code.

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

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

36 (e) For purposes of this section, with respect to a time-share
37 project, "owner" means the homeowners' association of the
38 time-share project.

39 SEC. 6. Section 17926.2 is added to the Health and Safety Code,
40 to read:

1 17926.2. (a) If the department, in consultation with the State
2 Fire Marshal, determines that a sufficient amount of tested and
3 approved carbon monoxide devices are not available to property
4 owners to meet the requirements of the Carbon Monoxide
5 Poisoning Prevention Act of 2009 and Sections 17926 and 17926.1,
6 the department may suspend enforcement of the requirements of
7 Sections 17926 and 17926.1 for up to six months. If the department
8 elects to suspend enforcement of these requirements, the
9 department shall notify the Secretary of State of its decision and
10 shall post a public notice that describes its findings and decision
11 on the departmental Internet Web site.

12 (b) If the California Building Standards Commission adopts or
13 updates building standards relating to carbon monoxide devices,
14 the owner or owner's agent, who has installed a carbon monoxide
15 device as required by Section 17926 or 17926.1, shall not be
16 required to install a new device meeting the requirements of those
17 building standards within an individual dwelling unit until the
18 owner makes application for a permit for alterations, repairs, or
19 additions to that dwelling unit, the cost of which will exceed one
20 thousand dollars (\$1,000).

21 SEC. 7. No reimbursement is required by this act pursuant to
22 Section 6 of Article XIII B of the California Constitution because
23 the only costs that may be incurred by a local agency or school
24 district will be incurred because this act creates a new crime or
25 infraction, eliminates a crime or infraction, or changes the penalty
26 for a crime or infraction, within the meaning of Section 17556 of
27 the Government Code, or changes the definition of a crime within
28 the meaning of Section 6 of Article XIII B of the California
29 Constitution.