

AMENDED IN ASSEMBLY JULY 14, 2008  
AMENDED IN ASSEMBLY JUNE 24, 2008  
AMENDED IN SENATE MAY 27, 2008  
AMENDED IN SENATE APRIL 23, 2008  
AMENDED IN SENATE MARCH 26, 2008

**SENATE BILL**

**No. 1386**

---

---

**Introduced by Senator Lowenthal**

(Principal coauthor: Assembly Member Garcia)

**(Coauthor: Senator Wiggins)**

(Coauthors: Assembly Members Mullin, Saldana, Swanson, and Wolk)

February 21, 2008

---

---

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

LEGISLATIVE COUNSEL'S DIGEST

SB 1386, as amended, Lowenthal. ~~Carbon monoxide.~~ *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.*

This bill would additionally require the State Fire Marshal to 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. The bill 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 being assessed a fine~~. 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, ~~on and after July 1, 2010, effective 2 years after the adoption of the 2010 edition of the California Building Standards Code, that~~ the transferor of any single-family ~~home, factory-built home, condominium, duplex, stock cooperative unit, or time-share unit~~ to provide transferees written notice of dwelling shall 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 propose building standards consistent with the bill's provisions, as specified. The bill would authorize the State Fire Marshal and the Department of Housing and Community Development 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 development of regulations. The bill would authorize the California Building Standards Commission to delay implementation of these provisions upon a specified finding regarding a product shortage.* 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 that provision has been complied with.

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

(2)

(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.

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:

6  
7 \* \* \* \* \*

8  
9 NOTICE OF INCOMPLETE TEXT: The Real Estate Transfer  
10 Disclosure  
11 Statement appears in the hard-copy publication of the chaptered  
12 bill. See Sec. 13 of Chapter 62, Statutes of 2003.

13  
14 \* \* \* \* \*

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"/> <i>Carbon Monoxide</i> |
| <input type="checkbox"/> Central Heating         | <input type="checkbox"/> Central Air Cndtng.   | <input type="checkbox"/> <i>Detector(s) *</i>   |
| <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     |
|  | <input type="checkbox"/> Well                  | <input type="checkbox"/> Other_____             |
| Water Supply: ___City                            | <input type="checkbox"/> Bottled               |   |
| Gas Supply: ___Utility                           | <input type="checkbox"/> Window Security       |   |
| <input type="checkbox"/> Window Screens          | <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 \_\_\_\_\_

1

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.

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:

8  
 9     \* \* \* \* \*

10  
 11     NOTICE OF INCOMPLETE TEXT: The Manufactured Home  
 12     and Mobilehome  
 13     Transfer Disclosure Statement appears in the hard-copy publication  
 14     of the chaptered bill. See Sec. 6 of Chapter 517, Statutes of 1999.

15  
 16     \* \* \* \* \*

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<br>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,<br>Braced or Strapped * | <input type="checkbox"/> Solar Water Heater               |
| <input type="checkbox"/> Carport Awning                         |  | <input type="checkbox"/> Bottled Propane                  |
| <input type="checkbox"/> Automatic Garage<br>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<br>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 \_\_\_\_\_ (Please Print) By \_\_\_\_\_ (Signature) Date \_\_\_\_\_

Agent  
Representing Buyer \_\_\_\_\_ (Please Print) By \_\_\_\_\_ (Signature) Date \_\_\_\_\_

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.

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

3 13113.8. (a) On and after January 1, 1986, every single-family  
4 dwelling and factory-built housing, as defined in Section 19971,  
5 ~~which that~~ is sold shall have an operable smoke detector. The  
6 detector shall be approved and listed by the State Fire Marshal and  
7 installed in accordance with the State Fire Marshal’s regulations.  
8 Unless prohibited by local rules, regulations, or ordinances, a  
9 battery-operated smoke detector shall be deemed to satisfy the  
10 requirements of this section.

11 ~~(b) On and after January 1, 1986, the~~ *The* transferor of any real  
12 property containing a single-family dwelling, as described in  
13 subdivision (a), ~~whether the transfer is made by sale, exchange,~~  
14 ~~or real property sales contract, as defined in Section 2985 of the~~  
15 ~~Civil Code, shall deliver to the transferee a written statement~~  
16 ~~indicating that the transferor is in compliance with this section.~~  
17 ~~The disclosure statement shall be either included in the receipt for~~  
18 ~~deposit in a real estate transaction, an addendum attached thereto,~~  
19 ~~or a separate document. subject to Section 1102 of the Civil Code,~~  
20 *shall disclose to the prospective purchaser the transferor’s*  
21 *compliance with this section. This disclosure shall be made in*  
22 *writing, and may be included in existing transactional documents,*  
23 *including, but not limited to, a real estate sales contract or receipt*  
24 *for deposit, or a transfer disclosure statement pursuant to Section*  
25 *1102.6, 1102.6a, or 1102.6d of the Civil Code.*

26 ~~(c) The transferor shall deliver the statement referred to in~~  
27 ~~subdivision (b) as soon as practicable before the transfer of title~~  
28 ~~in the case of a sale or exchange, or prior to execution of the~~  
29 ~~contract where the transfer is by a real property sales contract, as~~  
30 ~~defined in Section 2985. For purposes of this subdivision,~~  
31 ~~“delivery” means delivery in person or by mail to the transferee~~  
32 ~~or transferor, or to any person authorized to act for him or her in~~  
33 ~~the transaction, or to additional transferees who have requested~~  
34 ~~delivery from the transferor in writing. Delivery to the spouse of~~  
35 ~~a transferee or transferor shall be deemed delivery to a transferee~~  
36 ~~or transferor, unless the contract states otherwise.~~

37 ~~(d) This section does not apply to any of the following:~~

38 ~~(1) Transfers which are required to be preceded by the~~  
39 ~~furnishing to a prospective transferee of a copy of a public report~~  
40 ~~pursuant to Section 11018.1 of the Business and Professions Code.~~

1     ~~(2) Transfers pursuant to court order, including, but not limited~~  
2 ~~to, transfers ordered by a probate court in the administration of an~~  
3 ~~estate, transfers pursuant to a writ of execution, transfers by a~~  
4 ~~trustee in bankruptcy, transfers by eminent domain, or transfers~~  
5 ~~resulting from a decree for specific performance.~~

6     ~~(3) Transfers to a mortgagee by a mortgagor in default, transfers~~  
7 ~~to a beneficiary of a deed of trust by a trustor in default, transfers~~  
8 ~~by any foreclosure sale after default, transfers by any foreclosure~~  
9 ~~sale after default in an obligation secured by a mortgage, or~~  
10 ~~transfers by a sale under a power of sale after a default in an~~  
11 ~~obligation secured by a deed of trust or secured by any other~~  
12 ~~instrument containing a power of sale.~~

13     ~~(4) Transfers by a fiduciary in the course of the administration~~  
14 ~~of a decedent's estate, guardianship, conservatorship, or trust.~~

15     ~~(5) Transfers from one coowner to one or more coowners.~~

16     ~~(6) Transfers made to a spouse, or to a person or persons in the~~  
17 ~~lineal line of consanguinity of one or more of the transferors.~~

18     ~~(7) Transfers between spouses resulting from a decree of~~  
19 ~~dissolution of a marriage, from a decree of legal separation, or~~  
20 ~~from a property settlement agreement incidental to either of those~~  
21 ~~decrees.~~

22     ~~(8) Transfers by the Controller in the course of administering~~  
23 ~~the Unclaimed Property Law provided for in Chapter 7~~  
24 ~~(commencing with Section 1500) of Title 10 of Part 3 of the Code~~  
25 ~~of Civil Procedure.~~

26     ~~(9) Transfers under the provisions of Chapter 7 (commencing~~  
27 ~~with Section 3691) or Chapter 8 (commencing with Section 3771)~~  
28 ~~of Part 6 of Division 1 of the Revenue and Taxation Code.~~

29     ~~(e)~~

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

40     ~~(f)~~

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

7 ~~(g)~~

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

13 ~~(h)~~

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

17 ~~(i)~~

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

22 ~~(j)~~

23 (h) This section shall not apply to the installation of smoke  
 24 detectors in dwellings intended for human occupancy, as defined  
 25 in and regulated by Section 13113.7 of the Health and Safety Code,  
 26 as added by Senate Bill No. 1448 in the 1983–84 Regular Session.

27 ~~SECTION 4.~~

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

30

31 CHAPTER 8. CARBON MONOXIDE POISONING PREVENTION ACT  
 32 OF 2008

33

34 13260. This chapter shall be known and may be cited as the  
 35 Carbon Monoxide Poisoning Prevention Act of 2008.

36 13261. The Legislature finds and declares all of the following:

37 (a) According to the Centers for Disease Control and Prevention,  
 38 carbon monoxide is the leading cause of accidental poisoning  
 39 deaths in the United States. Each year carbon monoxide kills more  
 40 than 2,000 people and injures another 15,000 people nationwide.

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

6 (c) The State Air Resources Board estimates that every year  
7 carbon monoxide accounts for between 30 and 40 avoidable deaths,  
8 possibly thousands of avoidable illnesses, and between 175 and  
9 700 avoidable emergency room and hospital visits.

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

15 (e) Experts estimate that equipping every home with a carbon  
16 monoxide device would cut accident-related costs by 93 percent.  
17 Sixteen states and a number of large cities have ~~already passed~~  
18 laws mandating the use of carbon monoxide devices.

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

23 13262. For purposes of this chapter, the following definitions  
24 shall apply:

25 (a) "Carbon monoxide device" means a device that meets all of  
26 the following requirements:

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

29 (2) A device that is battery powered, a plug-in device with  
30 battery backup, or a device installed as recommended by Standard  
31 720 of the National Fire Protection Association that is either wired  
32 into the alternating current power line of the dwelling unit with a  
33 secondary battery backup or connected to a system via a panel.

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

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

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

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

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

12 (b) "Dwelling unit intended for human occupancy" includes a  
13 single-family dwelling, factory-built home as defined in Section  
14 19971, duplex, lodging house, dormitory, ~~apartment complex,~~  
15 hotel, motel, condominium, stock cooperative, time-share project,  
16 or dwelling unit ~~of a multiple-unit dwelling complex in a~~  
17 *multiple-unit dwelling unit building or buildings*. "*Dwelling unit*  
18 *intended for human occupancy*" *does not include a property owned*  
19 *or leased by the state or a local governmental agency*.

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

23 13263. (a) A carbon monoxide device, approved and listed by  
24 the State Fire Marshal pursuant to Section 13266, shall be installed,  
25 in accordance with the manufacturer's instructions, in each  
26 dwelling intended for human occupancy having a fossil fuel  
27 burning heater or appliance, fireplace, or an attached garage, within  
28 the earliest applicable time period as follows:

29 ~~(1) For dwelling units intended for human occupancy, upon~~  
30 ~~issuance of a certificate of occupancy, or an owner's application,~~  
31 ~~for a permit for alterations, repairs, or additions, exceeding one~~  
32 ~~thousand dollars (\$1,000), on or after July 1, 2011.~~

33 ~~(2) For all other dwelling units intended for human occupancy~~  
34 ~~built on or after July 1, 2011.~~

35 ~~(3) For all single-family dwelling units sold on or after July 1,~~  
36 ~~2010.~~

37 ~~(4) For all multiple family dwelling unit buildings sold on or~~  
38 ~~after July 1, 2011.~~

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

1 (2) *For all new single-family and multiple-family residential*  
2 *construction one year after the adoption of the 2010 edition of the*  
3 *California Building Standards Code (Part 2 (commencing with*  
4 *Section 101) of Title 24 of the California Code of Regulations).*

5 (3) *For all existing multiple-family dwelling unit buildings on*  
6 *the first January 1 or July 1 that occurs more than two years after*  
7 *the date of adoption of the 2010 edition of the California Building*  
8 *Standards Code (Part 2 (commencing with Section 101) of Title*  
9 *24 of the California Code of Regulations).*

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

13 (2) Notwithstanding paragraph (1), a property owner shall  
14 receive a 30-day notice to ~~correct prior to being assessed a fine.~~  
15 *correct. The owner may be assessed a fine for the failure to correct*  
16 *within that time period.*

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

20 13264. (a) An owner *or owner's agent* of a dwelling unit  
21 intended for human occupancy who rents or leases space to a tenant  
22 shall maintain carbon monoxide devices in that dwelling unit  
23 consistent with this chapter.

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

33 (c) The carbon monoxide device shall be operable at the time  
34 that the tenant takes possession. A tenant shall be responsible for  
35 notifying the ~~manager or owner~~ *owner or owner's agent* if the  
36 tenant becomes aware of an inoperable *or deficient* carbon  
37 monoxide device within his or her unit. The owner or ~~authorized~~  
38 *owner's agent* shall correct any reported deficiencies *or*  
39 *inoperabilities* in the carbon monoxide device and shall not be in  
40 violation of this section for a deficient *or inoperable* carbon

1 monoxide device when he or she has not received notice of the  
2 deficiency *or inoperability*.

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

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

9 ~~13265. (a) On and after July 1, 2010, the transferor of any~~  
10 ~~single-family home, factory-built home, condominium, duplex,~~  
11 ~~stock cooperative unit, or time-share unit, whether the transfer is~~  
12 ~~made by sale, exchange, or real property sales contract, as defined~~  
13 ~~in Section 2985 of the Civil Code, shall deliver to the transferee~~  
14 ~~a written statement indicating that the transferor is in compliance~~  
15 ~~with this chapter. The disclosure statement shall be either included~~  
16 ~~in the receipt for deposit in a real estate transaction, an addendum~~  
17 ~~attached thereto, or a separate document.~~

18 ~~(b) The transferor shall deliver the statement referred to in~~  
19 ~~subdivision (a) as soon as practicable before the transfer of title,~~  
20 ~~in the case of a sale or exchange, or prior to execution of the~~  
21 ~~contract where the transfer is by a real property sales contract, as~~  
22 ~~defined in Section 2985 of the Civil Code. For purposes of this~~  
23 ~~subdivision, “delivery” means delivery in person or by mail to the~~  
24 ~~transferee or transferor, or to a person authorized to act for him or~~  
25 ~~her in the transaction, or to additional transferees who have~~  
26 ~~requested delivery from the transferor in writing. Delivery to the~~  
27 ~~spouse of a transferee or transferor shall be deemed delivery to a~~  
28 ~~transferee or transferor, unless the contract states otherwise.~~

29 ~~(c) This section does not apply to any of the following:~~

30 ~~(1) Transfers that are required to be preceded by the furnishing~~  
31 ~~to a prospective transferee of a copy of a public report pursuant to~~  
32 ~~Section 11018.1 of the Business and Professions Code.~~

33 ~~(2) Transfers pursuant to court order, including, but not limited~~  
34 ~~to, transfers ordered by a probate court in the administration of an~~  
35 ~~estate, transfers pursuant to a writ of execution, transfers by a~~  
36 ~~trustee in bankruptcy, transfers by eminent domain, or transfers~~  
37 ~~resulting from a decree for specific performance.~~

38 ~~(3) Transfers to a mortgagee by a mortgagor in default, transfers~~  
39 ~~to a beneficiary of a deed of trust by a trustor in default, transfers~~  
40 ~~by a foreclosure sale after default, transfers by a foreclosure sale~~

1 after default in an obligation secured by a mortgage, or transfers  
 2 by a sale under a power of sale after a default in an obligation  
 3 secured by a deed of trust or secured by any other instrument  
 4 containing a power of sale.

5 ~~(4) Transfers by a fiduciary in the course of the administration~~  
 6 ~~of a decedent's estate, guardianship, conservatorship, or trust.~~

7 ~~(5) Transfers from one coowner to one or more coowners.~~

8 ~~(6) Transfers made to a spouse, or to a person or persons in the~~  
 9 ~~lineal line of consanguinity of one or more of the transferors.~~

10 ~~(7) Transfers between spouses resulting from a decree of~~  
 11 ~~dissolution of a marriage, from a decree of legal separation, or~~  
 12 ~~from a property settlement agreement incidental to either of those~~  
 13 ~~decrees.~~

14 ~~(8) Transfers by the Controller in the course of administering~~  
 15 ~~the Unclaimed Property Law provided for in Chapter 7~~  
 16 ~~(commencing with Section 1500) of Title 10 of Part 3 of the Code~~  
 17 ~~of Civil Procedure.~~

18 ~~(9) Transfers under the provisions of Chapter 7 (commencing~~  
 19 ~~with Section 3691) or Chapter 8 (commencing with Section 3771)~~  
 20 ~~of Part 6 of Division 1 of the Revenue and Taxation Code.~~

21 *13265. (a) Effective two years after the adoption of the 2010*  
 22 *edition of the California Building Standards Code (Part 2*  
 23 *(commencing with Section 101) of Title 24 of the California Code*  
 24 *of Regulations), as adopted pursuant to Section 13266, or earlier*  
 25 *at the option of the transferor, the transferor of any real property*  
 26 *containing a single-family dwelling, the transfer of which is subject*  
 27 *to Section 1102 of the Civil Code, shall disclose to the prospective*  
 28 *purchaser the transferor's compliance with Section 13266. This*  
 29 *disclosure shall be made in writing, and may be included in existing*  
 30 *transactional documents, including, but not limited to, a real estate*  
 31 *sales contract or receipt for deposit, or a transfer disclosure*  
 32 *statement pursuant to Section 1102.6, 1102.6a, or 1102.6d of the*  
 33 *Civil Code.*

34 ~~(d)~~

35 *(b) Liability shall not arise, and an action shall not be brought*  
 36 *or maintained against, an agent of a party to a transfer of title,*  
 37 *including a person or entity acting in the capacity of an escrow,*  
 38 *for any error, inaccuracy, or omission relating to the disclosure*  
 39 *required to be made by a transferor pursuant to this section.*  
 40 *However, this subdivision does not apply to a licensee, as defined*

1 in Section 10011 of the Business and Professions Code, where the  
2 licensee participates in the making of the disclosure required to  
3 be made pursuant to this section with actual knowledge of the  
4 falsity of the disclosure.

5 ~~(e)~~

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

12 ~~(f)~~

13 (d) A transfer of title shall not be invalidated on the basis of a  
14 failure to comply with this section, and the exclusive remedy for  
15 the failure to comply with this section is an award of actual  
16 damages not to exceed one hundred dollars (\$100), exclusive of  
17 court costs and attorney's fees.

18 13266. (a) (1) The Department of Housing and Community  
19 Development shall, after consultation with the State Fire Marshal,  
20 propose building standards consistent with the intent of this chapter  
21 for consideration by the California Building Standards Commission  
22 during the 2010 California Building Standards Code adoption  
23 cycle.

24 (2) The State Fire Marshal shall develop a process to approve  
25 and list carbon monoxide devices.

26 (3) The State Fire Marshal and the Department of Housing and  
27 Community Development shall be authorized to charge an  
28 appropriate fee to the manufacturer of a carbon monoxide device  
29 to cover the costs associated with the approval and listing of carbon  
30 monoxide devices *and the development of regulations*.

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

35 ~~(e) (1) On or after July 1, 2011, the owner of a dwelling unit~~  
36 ~~intended for human occupancy shall install a carbon monoxide~~  
37 ~~device that meets the quality and installation requirements imposed~~  
38 ~~by this section.~~

39 ~~(2) If the State Fire Marshal adopts regulations or standards~~  
40 ~~after July 1, 2010, that modify the requirements imposed by this~~

1 ~~section, the owner shall not be required to install a new device~~  
2 ~~meeting the requirements of those regulations or standards within~~

3 (c) (1) *The California Building Standards Commission shall*  
4 *be authorized to delay the implementation of this chapter upon*  
5 *adopting a finding by the Director of the Department of Housing*  
6 *and Community Development of a verifiable product shortage that*  
7 *would negatively impact the implementation of this chapter.*

8 (2) *If the State Fire Marshal or the California Building*  
9 *Standards Commission adopts regulations or standards after July*  
10 *1, 2010, that modify the later updates or revise the regulations of*  
11 *building standards in a manner that modifies the original*  
12 *requirements imposed by this section, the owner or owner's agent*  
13 *shall not be required to install a new device meeting the*  
14 *requirements of those regulations or building standards within an*  
15 *individual dwelling unit until the owner makes application for a*  
16 *permit for alterations, repairs, or additions to that dwelling unit,*  
17 *the cost of which will exceed one thousand dollars (\$1,000).*

18 SEC. 5. *Section 19211 of the Health and Safety Code is*  
19 *amended to read:*

20 19211. (a) Notwithstanding Section 19100, all new and  
21 replacement water heaters, and all existing residential water heaters,  
22 shall be braced, anchored, or strapped to resist falling or horizontal  
23 displacement due to earthquake motion. At a minimum, any water  
24 heater shall be secured in accordance with the California Plumbing  
25 Code, or modifications made thereto by a city, county, or city and  
26 county pursuant to Section 17958.5.

27 (b) ~~The seller~~ *transferor* of any real property containing a water  
28 heater shall ~~certify~~ *disclose* to the prospective purchaser that this  
29 section has been complied with. This ~~certification~~ *disclosure* shall  
30 be made in writing, and may be included in existing transactional  
31 documents, including, but not limited to, the Homeowner's Guide  
32 to Earthquake Safety published pursuant to Section 10149 of the  
33 Business and Professions Code, a real estate sales contract or  
34 receipt for deposit, or a transfer disclosure statement pursuant to  
35 Section 1102.6 ~~or~~, 1102.6a, *or 1102.6d* of the Civil Code.

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

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

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

7 (f) Any building or portion thereof, including any dwelling unit,  
8 guestroom, suite of rooms, or portions thereof, or the premises on  
9 which it is located is deemed to be a nuisance if it is in violation  
10 of this section. The owner or the owner’s agent shall have the right  
11 to correct any violation of subdivision (a) pursuant to Section  
12 17980.

13 ~~SEC. 2.~~

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