
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1966 Session of
1997

INTRODUCED BY GEORGE, VEON, CURRY, LAUGHLIN, MUNDY, WALKO,
M. COHEN, SURRA, COY, JAROLIN, OLASZ, BELARDI, STURLA, TIGUE,
BATTISTO, SCRIMENTI, COLAIZZO, STABACK, TRAVAGLIO, STEELMAN,
HERMAN, PISTELLA, DeLUCA, KIRKLAND, CARONE, WOJNAROSKI,
TRELLO, YOUNGBLOOD, CLARK, JOSEPHS, LUCYK, BOSCOLA, THOMAS,
SHANER, GIGLIOTTI AND DeWEESE, OCTOBER 29, 1997

REFERRED TO COMMITTEE ON PROFESSIONAL LICENSURE,
OCTOBER 29, 1997

AN ACT

1 Amending the act of July 2, 1996 (P.L.500, No.84), entitled "An
2 act providing for a real estate transfer disclosure
3 statement," further providing for the contents of the
4 disclosure form.

5 The General Assembly of the Commonwealth of Pennsylvania
6 hereby enacts as follows:

7 Section 1. Section 5 of the act of July 2, 1996 (P.L.500,
8 No.84), known as the Real Estate Seller Disclosure Act, is
9 amended to read:

10 Section 5. Disclosure form.

11 The disclosures required by this act pertaining to the
12 property proposed to be transferred are set forth in and shall
13 be made on a form that is substantially similar to the following
14 disclosure form. Nothing in this act shall preclude a seller
15 from including in this form additional provisions which require
16 greater specificity or which call for the disclosure of the

1 condition or existence of other features of the property.

2 SELLER'S PROPERTY DISCLOSURE STATEMENT

3 Property address:

4

5 Seller:

6 A seller must disclose to a buyer all known material
7 defects about property being sold that are not readily
8 observable. This disclosure statement is designed to
9 assist the seller in complying with disclosure
10 requirements and to assist the buyer in evaluating the
11 property being considered.

12 This statement discloses the seller's knowledge of
13 the condition of the property as of the date signed by
14 the seller and is not a substitute for any inspections or
15 warranties that the buyer may wish to obtain. This
16 statement is not a warranty of any kind by the seller or
17 a warranty or representation by any listing real estate
18 broker, any selling real estate broker or their agents.
19 The buyer is encouraged to address concerns about the
20 conditions of the property that may not be included in
21 this statement. This statement does not relieve the
22 seller of the obligation to disclose a material defect
23 that may not be addressed on this form.

24 A material defect is a problem with the property
25 or any portion of it that would have a significant
26 adverse impact on the value of the residential real
27 property or that involves an unreasonable risk to
28 people on the land.

29 (1) Seller's expertise. The seller does not possess
30 expertise in contracting, engineering, architecture

1 or other areas related to the construction and
2 conditions of the property and its improvements,
3 except as follows:

4 (2) Occupancy. Do you, the seller, currently occupy
5 this property? yes no
6 If "no," when did you last occupy the property?

7 (3) Roof.

8 (i) Date roof was installed:
9 Documented? yes no unknown

10 (ii) Has the roof been replaced or repaired during
11 your ownership? yes no
12 If "yes," were the existing shingles removed?
13 yes no unknown

14 (iii) Has the roof ever leaked during your
15 ownership? yes no

16 (iv) Do you know of any problems with the roof,
17 gutters or downspouts? yes no

18 Explain any "yes" answers that you give in this section:
19
20

21 (4) Basements and crawl spaces (Complete only if
22 applicable).

23 (i) Does the property have a sump pump?
24 yes no unknown

25 (ii) Are you aware of any water leakage,
26 accumulation or dampness within the basement or
27 crawl space? yes no
28 If "yes," describe in detail:
29

30 (iii) Do you know of any repairs or other attempts

1 to control any water or dampness problem in the
2 basement or crawl space? yes no
3 If "yes," describe the location, extent, date
4 and name of the person who did the repair or
5 control effort:
6
7 (5) Termites/wood destroying insects, dry rot, pests.
8 (i) Are you aware of any termites/wood destroying
9 insects, dry rot or pests affecting the
10 property? yes no
11 (ii) Are you aware of any damage to the property
12 caused by termites/wood destroying insects, dry
13 rot or pests? yes no
14 (iii) Is your property currently under contract by
15 a licensed pest control company?
16 yes no
17 (iv) Are you aware of any termite/pest control
18 reports or treatments for the property in the
19 last five years? yes no
20 Explain any "yes" answers that you give in this section:
21
22
23 (6) Structural items.
24 (i) Are you aware of any past or present water
25 leakage in the house or other structures?
26 yes no
27 (ii) Are you aware of any past or present movement,
28 shifting, deterioration or other problems with
29 walls, foundations or other structural
30 components? yes no

1 (iii) Are you aware of any past or present problems
2 with driveways, walkways, patios or retaining
3 walls on the property? yes no
4 Explain any "yes" answers that you give in this section.
5 When explaining efforts to control or repair, please
6 describe the location and extent of the problem and the
7 date and person by whom the work was done, if known:
8
9
10 (7) Additions/remodeling. Have you made any additions,
11 structural changes or other alterations to the
12 property? yes no
13 If "yes," please describe:
14
15 (8) Water and sewage.
16 (i) What is the source of your drinking water?
17 public community system
18 well on property other
19 If "other," please explain:
20
21 (ii) If your drinking water source is not public:
22 when was your water last tested?
23 what was the result of the test?
24 Is the pumping system in working order?
25 yes no
26 If "no," please explain:
27
28 (iii) Do you have a softener, filter or other
29 purification system? yes no
30 If "yes," is the system: leased owned

1 (iv) What is the type of sewage system?
 2 public sewer private sewer
 3 septic tank cesspool other
 4 If "other," please explain:
 5
 6 (v) Is there a sewage pump? yes no
 7 If "yes," is it in working order?
 8 yes no
 9 (vi) When was the septic system or cesspool last
 10 serviced?
 11 (vii) Is either the water or sewage system shared?
 12 yes no
 13 If "yes," please explain:
 14
 15 (viii) Are you aware of any leaks, backups or other
 16 problems relating to any of the plumbing, water
 17 and sewage-related items? yes no
 18 If "yes," please explain:
 19
 20 (9) Plumbing system.
 21 (i) Type of plumbing: copper galvanized
 22 lead PVC unknown other
 23 If "other," please explain:
 24
 25 (ii) Are you aware of any problems with any of your
 26 plumbing fixtures (including, but not limited
 27 to: kitchen, laundry or bathroom fixtures, wet
 28 bars, hot water heater, etc.)?
 29 yes no
 30 If "yes," please explain:

1
2 (10) Heating and air conditioning.
3 (i) Type of air conditioning: central electric
4 central gas wall none
5 Number of window units included in sale:
6 Location:
7
8 (ii) List any areas of the house that are not air
9 conditioned:
10
11 (iii) Type of heating: electric
12 fuel oil natural gas other
13 If "other," please explain:
14
15 (iv) List any areas of the house that are not
16 heated:
17 (v) Type of water heating: electric gas
18 solar other
19 If "other," please explain:
20
21 (vi) Are you aware of any underground fuel tanks on
22 the property? yes no
23 If "yes," please describe:
24
25 Are you aware of any problems with any item in this
26 section? yes no
27 If "yes," please explain:
28
29 (11) Electrical system. Are you aware of any problems
30 or repairs needed in the electrical system?

1 yes no
 2 If "yes," please explain:
 3
 4 (12) Other equipment and appliances included in sale
 5 (complete only if applicable).
 6 (i) Electric garage door opener
 7 Number of transmitters
 8 (ii) Smoke detectors How many?
 9 Location:
 10
 11 (iii) Security alarm system
 12 owned leased
 13 Lease information:
 14
 15 (iv) Lawn sprinkler
 16 Number Automatic timer
 17 (v) Swimming pool Pool heater
 18 Spa/hot tub
 19 List all pool/spa equipment:
 20
 21 (vi) Refrigerator Range
 22 Microwave oven Dishwasher
 23 Trash compactor Garbage disposal
 24 (vii) Washer Dryer
 25 (viii) Intercom
 26 (ix) Ceiling fans Number
 27 Location:
 28 (x) Other:
 29 Are any items in this section in need of repair or
 30 replacement? yes no unknown

1 If "yes," please explain:
2

3 (13) Land (soils, drainage and boundaries).

4 (i) Are you aware of any fill or expansive soil on
5 the property? yes no

6 (ii) Are you aware of any sliding, settling, earth
7 movement, upheaval, subsidence or earth stability
8 problems that have occurred on or that affect the
9 property? yes no

10 NOTE TO BUYER: Your property may be subject to mine
11 subsidence damage. Maps of the counties and mines where
12 mine subsidence damage may occur and mine subsidence
13 insurance are available through:

14 Department of Environmental Protection

15 Mine Subsidence Insurance Fund

16 3913 Washington Road

17 McMurray, PA 15317

18 412-941-7100

19 (iii) Are you aware of any existing or proposed
20 mining, strip mining or any other excavations
21 that might affect this property?
22 yes no

23 (iv) To your knowledge, is this property or part of
24 it located in a flood zone or wetlands area?
25 yes no

26 (v) Do you know of any past or present drainage or
27 flooding problems affecting the property?
28 yes no

29 (vi) Do you know of any encroachments, boundary
30 line disputes or easements? yes no

1 NOTE TO BUYER: Most properties have easements
2 running across them for utility services and
3 other reasons. In many cases, the easements do
4 not restrict the ordinary use of the property,
5 and the seller may not be readily aware of them.
6 Buyers may wish to determine the existence of
7 easements and restrictions by examining the
8 property and ordering an abstract of title or
9 searching the records in the Office of the
10 Recorder of Deeds for the county before entering
11 into an agreement of sale.

12 (vii) Are you aware of any shared or common areas
13 (for example, driveways, bridges, docks, walls,
14 etc.) or maintenance agreements?

15 yes no

16 Explain any "yes" answers that you give in this section:

17

18

19 (14) Hazardous substances.

20 (i) Are you aware of any underground tanks or
21 hazardous substances present on the property
22 (structure or soil), including, but not limited
23 to, asbestos, polychlorinated biphenyls (PCBs),
24 radon, lead paint, urea-formaldehyde foam
25 insulation (UFFI), etc.? yes no

26 (ii) To your knowledge, has the property been tested
27 for any hazardous substances? yes no

28 (iii) Do you know of any other environmental
29 concerns that might impact upon the property?
30 yes no

1 Explain any "yes" answers that you give in this section:
2
3

4 (15) Sewage sludge

5 (i) Are you aware of any sewage sludge that was
6 applied to your property within the last 15 years?
7 yes no

8 (ii) If "yes," was the sewage sludge tested for any
9 of the following pollutants: arsenic, cadmium,
10 copper, lead, mercury, molybdenum, nickel,
11 selenium or zinc?
12 yes no

13 (iii) If "yes," please explain the results of the test,
14 indicating whether the pollutant was discovered
15 and at what concentration:
16 _____
17 _____

18 [(15)] (16) Condominiums and other homeowners
19 associations (complete only if applicable).
20 Type: condominium cooperative
21 homeowners association other
22 If "other," please explain:
23

24 NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:
25 According to section 3407 of the Uniform Condominium Act
26 (68 Pa.C.S. § 3407 (relating to resales of units) and 68
27 Pa.C.S. § 4409 (relating to resales of cooperative
28 interests), a buyer of a resale unit in a condominium or
29 cooperative must receive a certificate of resale issued
30 by the association in the condominium or cooperative. The

1 buyer will have the option of canceling the agreement
2 with return of all deposit moneys until the certificate
3 has been provided to the buyer and for five days
4 thereafter or until conveyance, whichever occurs first.

5 [(16)] (17) Miscellaneous.

6 (i) Are you aware of any existing or threatened
7 legal action affecting the property?

8 yes no

9 (ii) Do you know of any violations of Federal, State
10 or local laws or regulations relating to this
11 property? yes no

12 (iii) Are you aware of any public improvement,
13 condominium or homeowner association assessments
14 against the property that remain unpaid or of any
15 violations of zoning, housing, building, safety
16 or fire ordinances that remain uncorrected?

17 yes no

18 (iv) Are you aware of any judgment, encumbrance,
19 lien (for example, comaker or equity loan) or
20 other debt against this property that cannot be
21 satisfied by the proceeds of this sale?

22 yes no

23 (v) Are you aware of any reason, including a defect
24 in title, that would prevent you from giving a
25 warranty deed or conveying title to the property?

26 yes no

27 (vi) Are you aware of any material defects to the
28 property, dwelling or fixtures which are not
29 disclosed elsewhere on this form?

30 yes no

1 A material defect is a problem with the property
2 or any portion of it that would have a significant
3 adverse impact on the value of the residential
4 real property or that involves an unreasonable risk
5 to people on the land.

6 Explain any "yes" answers that you give in
7 this section:

8
9

10 The undersigned seller represents that the
11 information set forth in this disclosure statement is
12 accurate and complete to the best of the seller's
13 knowledge. The seller hereby authorizes any agent for the
14 seller to provide this information to prospective buyers
15 of the property and to other real estate agents. The
16 seller alone is responsible for the accuracy of the
17 information contained in this statement. The seller shall
18 cause the buyer to be notified in writing of any
19 information supplied on this form which is rendered
20 inaccurate by a change in the condition of the property
21 following the completion of this form.

22 SELLER DATE

23 SELLER DATE

24 SELLER DATE

25

26 EXECUTOR, ADMINISTRATOR, TRUSTEE

27 The undersigned has never occupied the property and
28 lacks the personal knowledge necessary to complete this
29 disclosure statement.

30

1
2 DATE
3
4

5 RECEIPT AND ACKNOWLEDGMENT BY BUYER

6 The undersigned buyer acknowledges receipt of this
7 disclosure statement. The buyer acknowledges that this
8 statement is not a warranty and that, unless stated
9 otherwise in the sales contract, the buyer is purchasing
10 this property in its present condition. It is the buyer's
11 responsibility to satisfy himself or herself as to the
12 condition of the property. The buyer may request that
13 the property be inspected, at the buyer's expense and by
14 qualified professionals, to determine the condition of
15 the structure or its components.

16 BUYER DATE
17 BUYER DATE
18 BUYER DATE

19 Section 2. This act shall take effect in 60 days.