

DISCLAIMER

**NO MUNICIPALITY SHOULD ADOPT THIS VERSION WITHOUT CONSULTING WITH
ITS SOLICITOR**

**THIS IS SAMPLE ORDINANCE. IT HAS NOT BEEN APPROVED BY ANY
ORGANIZATION.**

**Buyer Notification Ordinance
(CODE INSPECTION PRIOR TO SALE)**

Sample Ordinance

§ .1 Legislative Findings and Intent

(Insert municipal name) finds that some owners of real estate are maintaining properties in violation of housing, building, safety, plumbing, electrical and fire ordinances and regulations and are offering such properties for sale without revealing such violations. Many innocent purchasers of such properties are not aware of the existence of the nature of violations until they have entered into agreements of sale or have consummated the purchase.

In order to prevent undue hardships and losses imposed on such purchasers by owners who have failed to reveal the condition of the property being conveyed or who have made misrepresentations in that regard, (Insert name of municipality) finds that it is in the best interest of the residents of the(Insert name of municipality) to declare that all sellers of property, as defined herein, shall be required to advise the purchaser of the existence of any housing, building, safety, plumbing, electrical or fire violations.

§ .2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CERTIFICATE OF COMPLIANCE

A property-specific certificate issued by a public officer indicating compliance with applicable building and property maintenance codes.

INSPECTION REPORT

A property-specific notice of violation issued to a seller and indicating any discovered or uncorrected violations of applicable zoning and building codes.

OWNER

Any person, copartnership, association, corporation or fiduciary having legal or equitable title or any interest in any real property. Whenever used in any section prescribing or imposing a penalty, the term "owner" as applied to copartnerships and associations shall mean the partners or members thereof and, as applied to corporations, the officers thereof.

PROPERTY

Any building or structure situated in the (Insert name of municipality).

REGULATIONS

Includes regulations promulgated by the (Insert name of municipality) and by the Pennsylvania Department of Labor and Industry under the Pennsylvania Fire and Panic Act of April 27, 1927, P.L. 465, as amended.

§ ____ .3 Inspection report required prior to sale.

- A. The seller, or his or her designee, of any residential property in the (Insert name of municipality) shall secure a buyer notification inspection report prior to the transfer of title with the following exceptions:
- (1) Where such properties are intended to be demolished and a valid demolition permit, pursuant to the ordinances of the (Insert name of municipality), has been obtained, the inspection report set forth in § ____ .4 shall not be required.
 - (2) Where there are no buildings or structures on the property.
 - (3) Where the building(s) on the property is multifamily residential and each unit has passed a rental unit inspection required by the (Insert name of municipality), if applicable within the previous 12 months. The rental unit inspection reports shall be provided to the buyer in lieu of a buyer notification inspection report.

- B. The seller of the property or his or her authorized agent shall have five business days from the date of the listing, or offer to sell, to request an inspection.
- C. The inspection report shall be valid for a period not to exceed one year from the date of issue. This time period can be extended by the (Insert title of official) or his or her designee but in no case shall exceed two years.

§ ____ -4 Sheriff/courthouse sales; bankruptcy sales; expedited sales.

- A. Sheriff/courthouse tax sales. The county shall include the cost of inspection into the sale/bid process, and it shall be the responsibility of the awarded purchaser to request inspection within 30 days of title transfer unless there is a clear and immediate intent to demolish or substantially remodel the structure and building permits are obtained within that same time frame.
- B. Bankruptcy sales. Any sale that results from a bankruptcy proceeding does not obviate the seller from the requirements of this chapter except that the (Insert name of municipality) may defer inspection fees until the sale has been completed, provided that such request is made by the seller in writing and includes a date certain for payment.

§ ____ -5 Application fee; contents.

A. Upon application of the owner or authorized agent and payment to the (Insert name of municipality) of the fee prescribed in § ____ .10, (Insert Title of Official) or his or her designee shall, within 15 business days, inspect the premises in question. Upon completion of the inspection, the (Insert Title of Official) or his or her designee shall, within five business days, execute and deliver a report to the owner which shall contain the following information:

- (1) The street address or other appropriate description of subject property.
- (2) A statement of all life and safety violations of the housing, building, plumbing, electrical, safety or fire ordinances and regulations.

B. The seller shall attach to the inspection report as cited above a statement as to whether there are outstanding, against the property, any liens or assessments for public improvements.

§ ____ -6 Disclaimer; waiver.

Notwithstanding any other law or ordinance, the provisions of this chapter may not be waived or disclaimed by any oral or written agreement executed by any owner or purchaser.

§ ____-7 Delivery of inspection report; certificate of occupancy; receipt evidence of compliance.

- A. It shall be unlawful for the owner of any dwelling unit or structure to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another unless the owner first delivers to the purchaser the inspection report described in § ____-5.
- B. The seller, purchaser or transferee, or an authorized agent, shall execute a receipt for the inspection report, as furnished by the (Insert name of municipality), and such receipt shall be delivered to the (Insert Title of Official) or his or her designee within seven business days as evidence of compliance with the provision of this chapter.
- C. Once the property is transferred, it shall be the sole responsibility of the purchaser or transferee to make any corrections or repairs necessary for compliance.
- D. Violations shall be abated and a certificate of compliance obtained within 180 days of transfer for owner-occupied properties and within 30 days for rental, mixed-use and other nonresidential properties. Within these time frames, the (Insert name of municipality) reserves the right to reinspect any property pursuant to the fee schedule and at owner expense. These compliance time frames may be extended by mutual agreement of the purchaser and the (Insert Title of Official) or his or her designee.
- E. Violations which render the building, structure or portion thereof uninhabitable may not be occupied until the violations are abated.

§ ____-8 Liability of Municipality

- A. Neither the enactment of this chapter nor the preparation and delivery of any inspection report or certificate of compliance required hereunder shall impose any liability upon the (Insert name of municipality) for any errors or omissions contained in such inspection report or certificate of compliance, nor shall the (Insert name of municipality) bear any liability not otherwise imposed by law.
- C. The (Insert name of municipality) buyer inspection report is intended to notify the buyer and seller of minimum code deficiencies and in no way serves to replace or otherwise supplement a professional third-party private inspection.

§ ____-9 Filing of appeal.

Appeals from the findings set forth in the certificate must be filed in writing with the (insert Title of Official) within seven business days after issuance of the certificate.

§ -10 Fees

The fees for the buyer notification inspections are as follows:

- A. Single-family residential: \$150 per dwelling unit.
- B. Multifamily residential: \$300 for common areas and first two units plus \$50 for each additional unit.
- C. Mixed-use: \$300 for residential common areas and first two units plus \$50 for each additional unit.
- D. Reinspections: No charge for first reinspection and \$50 for any subsequent re-inspection.
- E. All fees shall be doubled for any owner selling a property without first obtaining an inspection for certificate of compliance.