

Virginia Regulations for performing home inspections

PART IV.

MINIMUM STANDARDS FOR CONDUCTING HOME INSPECTIONS – July 1, 2017

18VAC15-40-120. Home inspection contract.

A. For the protection of both the client and the licensee, both parties shall sign a legible, written contract clearly specifying the terms, conditions, and limitations and exclusions of the work to be performed.

B. At a minimum, the written contract shall include:

1. Name, business name (if applicable), business address, and telephone number of the home inspector.
2. License number of the home inspector, and notation of NRS specialty, if applicable.
3. Name of the clients.
4. Physical address of the residential property to be inspected.
5. Cost of the home inspection.
6. A listing of all areas and systems to be inspected, including those inspections that are either partial or limited in scope.
7. A statement in the contract that the home inspection does not include a review for compliance with regulatory requirements (Virginia Uniform Statewide Building Code or other codes, regulations, laws, ordinances, etc.).
8. To the extent that any of the following categories are not covered by the home inspection, they shall be noted as exclusions in the inspection contract:
 - a. The condition of systems or components that are not readily accessible.
 - b. The remaining life of any system or component.
 - c. The strength, adequacy, effectiveness, or efficiency of any system or component.
 - d. The causes of any condition or deficiency.
 - e. The methods, materials, or costs of corrections.
 - f. Future conditions including failure of systems and components.
 - g. The suitability of the property for any specialized use.
 - h. The market value of the property or its marketability.
 - i. The advisability of the purchase of the property.
 - j. The presence of diseases harmful to humans or potentially hazardous plants or animals including wood destroying organisms and mold.
 - k. The presence of any environmental hazards including toxins, carcinogens, noise, asbestos, lead-based paint, mold, radon, and contaminants in soil, water, and air.
 - l. The effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
 - m. The operating costs of systems or components.
 - n. The acoustical properties of any system or component.
 - o. The presence of components involved in manufacturer's recalls.
 - p. The inspection of outbuildings.

To the extent any other items are not specifically included in the home inspection by agreement of the parties; they shall also be noted as exclusions in the home inspection contract.

9. Estimated delivery date to the client of the home inspection report.

10. Dated signatures of both the home inspector and the client or the client's authorized representative.

C. The home inspection contract shall make written disclosure that the home inspection report is based upon visual observation of existing conditions of the inspected property at the time of the inspection and is not intended to be, or to be construed as, a guarantee, warranty, or any form of insurance. This

provision does not prevent a home inspector from offering a separate guarantee, warranty, or any form of insurance if he so chooses.

D. If the home inspector recommends a person to the client for repairs or modifications to the inspected property, the home inspector shall disclose to the client all financial interests that the home inspector has with the recommended person. The disclosure shall be written within the home inspection contract.

18VAC15-40-130. Home inspection report.

A. Home inspection reports shall contain:

1. Information pertaining to the licensee, including:
 - a. Licensee's name;
 - b. Business address;
 - c. Telephone number; and
 - d. License number and expiration date, to be followed by "NRS" if so designated and performing a home inspection on a new residential structure;
2. The name, address, and telephone number of the client or the client's authorized representative, if available at the time of the inspection;
3. The physical address of the residential property inspected; and
4. The date, time (to include both start and finish times of the home inspection), and weather conditions at the time of the home inspection.

B. In conducting a home inspection and reporting its findings, the home inspector, at a minimum, shall inspect the condition of and shall describe in writing the composition or characteristics of the following readily accessible components and readily observable defects, except as may be limited in the home inspection contract agreement:

1. Structural system.
 - a. Foundation.
 - b. Framing.
 - c. Stairs.
 - d. Crawl space, the method of inspecting the crawl space shall be noted and explained in the home inspection report. If the crawl space cannot be inspected, the licensee shall explain in the home inspection report why this component was not inspected.
 - e. Crawl space ventilation and vapor barriers.
 - f. Slab floor, when present.
 - g. Floors, ceilings, and walls.
2. Roof structure, attic, and insulation.
 - a. Roof covering. The method of inspecting the roof covering shall be noted and explained in the home inspection report. If the roof covering cannot be inspected, the licensee shall explain in the home inspection report why this component was not inspected.
 - b. Roof ventilation.
 - c. Roof drainage system, to include gutters and downspouts.
 - d. Roof flashings, if readily visible.
 - e. Skylights, chimneys, and roof penetrations, but not antennae or other roof attachments.
 - f. Roof framing and sheathing.
 - g. Attic, unless area is not readily accessible.
 - h. Attic insulation.
3. Exterior of residential building or NRS.
 - a. Wall covering, flashing, and trim.

- b. Readily accessible doors and windows, but not the operation of associated security locks, devices, or systems.
- c. Decks, balconies, stoops, steps, porches, attached garages, carports, and any associated railings that are adjacent to the residential building or NRS and on the same property but not associated screening, shutters, awnings, storm windows, detached garages, or storm doors.
- d. Eaves, soffits, and fascias where readily accessible from ground level.
- e. Walkways, grade steps, patios, and driveways, but not fences or privacy walls.
- f. Vegetation, trees, grading, drainage, and any retaining walls adjacent to the residential building or NRS.
- g. Visible exterior portions of chimneys.

4. Interior of residential building or NRS.

- a. Interior walls, ceilings, and floors of residential building or NRS and any adjacent garage.
- b. Steps, stairways, railings, and balconies and associated railings.
- c. Countertops and installed cabinets, including hardware.
- d. Doors and windows, but not the operation of associated security locks, devices, or systems.
- e. Garage doors and permanently mounted and installed garage door operators. The automatic safety reverse function of garage door openers shall be tested, either by physical obstruction as specified by the manufacturer, or by breaking the beam of the electronic photo eye but only when the test can be safely performed and will not risk damage to the door, the opener, any nearby structure, or any stored items.
- f. Fireplaces, venting systems, hearths, dampers, and fireboxes, but not mantles, fire screens and doors, seals and gaskets.
- g. Solid fuel burning appliances, if applicable.

5. Plumbing system.

- a. Interior water supply and distribution systems, including water supply lines and all fixtures and faucets, but not water conditioning systems or fire sprinkler systems.
- b. Water drainage, waste, and vent systems, including all fixtures.
- c. Drainage sumps, sump pumps, and related piping.
- d. Water heating equipment, including energy source and related vent systems, flues, and chimneys, but not solar water heating systems.
- e. Fuel storage and distribution systems for visible leaks.

6. Electrical system.

- a. Service drop.
- b. Service entrance conductors, cables, and raceways.
- c. Service equipment and main disconnects.
- d. Service grounding.
- e. Interior components of service panels and sub panels, including feeders.
- f. Conductors.
- g. Overcurrent protection devices.
- h. Readily accessible installed lighting fixtures, switches, and receptacles.
- i. Ground fault circuit interrupters.
- j. Presence or absence of smoke detectors.
- k. Presence of solid conductor aluminum branch circuit wiring.
- l. Arc fault interrupters shall be noted if installed but not tested if equipment is attached to them.

7. Heating system.
 - a. Heating equipment, including operating controls, but not heat exchangers, gas logs, built-in gas burning appliances, grills, stoves, space heaters, solar heating devices, or heating system accessories such as humidifiers, air purifiers, motorized dampers, and heat reclaimers.
 - b. Energy source.
 - c. Heating distribution system.
 - d. Vent systems, flues, and chimneys, including dampers.
8. Air conditioning system.
 - a. Central and installed wall air conditioning equipment.
 - b. Operating controls, access panels, and covers.
 - c. Energy source.
 - d. Cooling distribution system.

C. Systems in the home that are turned off, winterized, or otherwise secured so that they do not respond to normal activation using standard operating controls need not be put into operating condition. The home inspector shall state, in writing, the reason these systems or components were not inspected.

PART V STANDARDS OF CONDUCT AND PRACTICE

18VAC15-40-140. Conflict of interest.

A. The licensee shall not:

1. Design or perform repairs or modifications to a residential building or NRS on which he has performed a home inspection as a result of the findings of the home inspection within 12 months after the date he performed the home inspection, except in cases where the home inspector purchased the residence after he performed the home inspection;
2. Perform a home inspection of a residential building or NRS upon which he has designed or performed repairs or modifications within the preceding 12 months without disclosing to the client in the home inspection contract the specifics of the repairs or modifications he designed or performed;
3. Refer his client to another person to make repairs or modifications to a residential building or NRS on which he has performed a home inspection unless, in accordance with 18VAC15-40-120 D, he provides written documentation to his client that clearly discloses all financial interests that the licensee has or reasonably expects to have with the person who is recommended for the repairs or modifications;
4. Represent the financial interests, either personally or through his employment, of any of the parties to the transfer or sale of a residential building on which he has performed a home inspection; or
5. Perform a home inspection of a residential building or NRS under a contingent agreement whereby any compensation or future referrals are dependent on the reported findings or on the sale of the property.

B. The licensee shall not disclose any information concerning the results of the home inspection without the approval of the client for whom the home inspection was performed. However, the licensee may disclose information in situations where there is an imminent endangerment to life or health.

C. The licensee shall not accept compensation from more than one interested party for the same service on the same property without the consent of all interested parties.

D. The licensee shall not accept nor offer commissions or allowances, directly or indirectly, from other parties dealing with the client in connection with work for which the licensee is responsible. Additionally, the licensee shall not enter into any financial relationship with any party that may compromise the licensee's commitment to the best interest of his client.

E. The home inspection shall not be used as a pretext by the licensee to solicit or obtain work in another field, except for additional diagnostic inspections or testing.