

LEAD-BASED PAINT DISCLOSURE REQUIREMENTS

In 1992, Congress passed the Residential Lead-Based Paint Hazard Reduction Act which, in part, required the U.S. Department of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) to implement disclosure regulations for the sale and lease of **residential housing built prior to 1978**. (Residential use of lead-based paint was banned for post-1977 housing.) After some delay, HUD and EPA have released the final disclosure regulations. The effective date of these regulations for owners of more than four residential dwellings is **September 6, 1996**, and owners of one to four units is **December 6, 1996**.

The only exception to these effective dates affects Federal Housing Administration (FHA)-backed loans. Prior to the release of the new regulations, the FHA had required a lead-based paint disclosure form when processing its loans. As of May 26, 1996, an updated version of this disclosure form will be used by the FHA. However, these updated forms will be superseded by the disclosure requirements which become effective in December.

I. Exempt Transactions

Even after the regulations become effective, there are a number of transactions that are specifically exempt from the disclosure requirements. Specifically, the disclosure requirements will not apply to the following transactions:

1. Foreclosure sales. (Subsequent resales, however, are subject to the disclosure requirements);

2. Rental housing where there has been a formal determination that the housing is “lead-based paint free”;
3. Short-term leases of 100 days or less where there is no provision for renewal or extensions;
4. Lease renewals where there has already been disclosure compliance and no new information is available to the landlord;
5. The purchase, sale and/or servicing of mortgages;
6. Zero-bed dwellings (efficiencies, studios, military barracks, etc.);
7. Housing exclusively for the elderly, unless there are children living there; and
8. Housing exclusively for the handicapped, unless there are children living there.

II. Persons Covered Under Regulations

Other than the exempt transactions, the disclosure requirements will be imposed on all sellers and landlords of residential housing built prior to 1978. A written lease is not a prerequisite -- even landlords who informally or orally agree to lease such housing must comply. Further, **real estate agents of these sellers and landlords** have significant affirmative duties under the regulations. The regulations, however, distinguish between a seller’s agent and a purchaser’s agent. If a purchaser’s agent receives all of her compensation from the purchaser, then she is not considered an agent under these regulations and has no disclosure obligations. If, however, a purchaser’s agent receives any compensation from the seller or through a cooperative agreement, the lead-based paint disclosure requirements are applicable to her.

In general, the new regulations require real estate agents: (1) to inform sellers and landlords of their obligations under these rules; and (2) to ensure that the seller or landlord complies

with all of the disclosure requirements. Although the regulations state that, if an agent “ensures compliance,” she shall not be liable for a seller/landlord’s failure to disclose a lead-based paint hazard, it is unclear to what extent a real estate agent must actually go to “ensure compliance.” Information released by HUD suggests that a real estate agent’s responsibilities entail more than merely informing a seller or landlord of the disclosure requirements. For instance, a real estate agent must confirm that certain language is included in the purchase agreement or lease (or an attachment), and that a purchaser is given a 10-day opportunity to conduct an inspection of the premises. In all likelihood, however, the extent of an agent’s liability will not be clarified until there is enforcement of these new requirements.

III. Disclosure Requirements

While the regulations do not specify to what extent an agent must go to “ensure compliance” with the disclosure requirements, they are specific about the nature and timing of what must be disclosed.

A. Timing Of The Disclosure

As to timing, it is important that agents understand that all disclosure requirements must be met before the purchaser or tenant is obligated under any purchase agreement or lease. For purchase agreements, the disclosure requirements must occur prior to the seller’s acceptance of a purchaser’s offer. A purchaser’s offer may not be accepted until after the disclosure requirements are

satisfied and the purchaser has had an opportunity to review the disclosure language and to amend the offer if he wishes. Likewise, in a lease transaction, a landlord must satisfy the disclosure requirements before accepting the tenant's offer. A tenant must have an opportunity to review the information and amend his offer if he chooses, prior to becoming obligated under the lease. For the purposes of these disclosure requirements, a "purchaser" is defined as any entity that enters into an agreement to purchase, and a "tenant" as any entity that enters into an agreement to lease, rent or sublease. These definitions make it clear that sellers or landlords do not have to make disclosures to any potential purchaser or tenant. Rather, they are obligated only to the actual purchaser or tenant. As a practical matter, disclosures should only be made after a potential purchaser or tenant demonstrates a substantial interest in property, e.g., is willing to make a written offer.

B. Nature Of Disclosure Requirements

As to the nature of the disclosure requirements, there is no specific disclosure form that must be used. Rather, the regulations merely specify certain items that must be contained in "an attachment" to the buy/sell agreement and in the lease or "an attachment" to the lease. If the transaction involves a non-English speaking purchaser or tenant, the disclosures must be in the same language as the buy/sell agreement or the lease.

Specifically, an agent must first ensure that a seller or landlord comply with the following requirements:

1. Provide information about the presence of any lead-based paint hazards *actually known* to the seller or landlord. If a lead-based paint hazard is known to the seller or landlord, the disclosure must include: (a) the basis for determining that the hazard exists; (b) the location of the hazard; (c) the condition of the paint surface; and (d) a list of any existing reports and

assessments, relating to the hazard, which were provided to the purchaser of tenant.

If no such reports or assessments exist, a disclaimer should be affirmatively stated in the contract or the attachment.

2. Provide copies of any reports and records about the lead-based paint hazards that are in the possession of the seller or landlord or “reasonably obtainable” by the seller or landlord if the reports or records are held by a third party.
3. Provide a copy of the federally-approved pamphlet entitled: “Protect Your Family From Lead In Your Home” (or a state-developed pamphlet approved by the EPA).
4. Include affirmative statements confirming that this information has been provided to the purchaser or tenant prior to becoming obligated under the contract.

Second, sellers, but not landlords, must provide to purchasers a 10-day period within which to conduct a risk assessment or inspection of the premises before being obligated to the sale. A statement of this opportunity should also be incorporated in the attachment. Although an opportunity for an inspection is required, a seller is under no obligation to have his home tested prior to a sale, nor is he responsible to remove or correct any lead-based paint hazards. Further, a purchaser is not required to obtain a risk assessment and must only be given the opportunity to do so. However, if a purchaser wishes to waive this opportunity, the waiver must be in writing in the attachment to the sales contract. Tenants are not entitled to a 10-day period to conduct a risk assessment.

Third, sellers and landlords must include a Lead Warning Statement. Sellers must specifically include the following language:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead-poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral

problems and impaired memory. Lead-poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

On the other hand, the specific language required for landlords is as follows:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Fourth, there must be language in which the *real estate agent* acknowledges that the seller/lessor has been informed of his obligations and that the real estate agent is aware of her duty to ensure compliance with the lead-based paint disclosure requirements.

Finally, all parties and all agents must sign and date the document in which these disclosure provisions are contained.

IV. Miscellaneous Requirements

The regulations require sellers, landlords, and real estate agents to retain copies of the disclosure requirements for three (3) years from the date of a completed sale or from the commencement of a leasing period.

It is important to note, also, that these regulations do not affect any existing state and local requirements. In fact, states and municipalities may impose additional requirements as long as they do not conflict with the federal regulations.

In an effort to encourage strict compliance with these new regulations, HUD and EPA included severe penalties for the failure to satisfy the requirements. If the lead-based paint regulations are violated, the contract is not null and void. Rather, the agreement remains in tact, and the purchaser or tenant must seek compensation through the remedies provided under the 1992 law and within the regulations. Although the regulations give HUD and EPA the authority to issue warnings without penalties, civil fines, if imposed, can be as steep as \$10,000 for each violation. Further, criminal sanctions may be imposed either in the amount of \$10,000 per violation or imprisonment for up to one year, or both. Finally, if a purchaser or tenant has suffered any injuries as a result of non-compliance, a seller, tenant, or real estate agent may be liable for three times the actual amount of damages. In addition, violators could be required to pay the other party's actual litigation costs, including expert witness fees and attorneys' fees.

V. MAR's Compliance Package

We have worked with the Outreach Subcommittee of the Risk Management Committee to develop recommended forms and step-by-step procedures for REALTORS® to comply with the Lead-Based Paint Disclosure Requirements. The difficulty in preparing these forms and procedures is that the customs, practices and the forms of REALTORS® around the State vary significantly. The Committee attempted to develop forms and procedures that can be worked into most REALTORS®' business, however, many of you may need to make adjustments based on the

specific customs and practices in your area. We would, however, strongly recommend that you seek the advice of counsel before making any adjustments to the attached forms so that you can make certain that you are still in compliance with the federal regulations.

**A. Step-By-Step Procedures For REALTORS®
Working With Sellers And Buyers.**

1. At time of listing:

(a) Listing Agent should determine whether the home was built prior to 1978. If not, Listing Agent should have Seller sign *Language For Seller's Acknowledgment* (Form L-1) in which Seller makes an affirmative representation as to the age of his/her home. (*Language for Seller's Acknowledgment* (Form L-1) can be inserted in listing agreement or presented as a separate document.) If the home was built in or after 1978, nothing further needs to be done by Listing Agent.

(b) If the home was built prior to 1978, Listing Agent should present Seller with the form entitled *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* (Form L-2) and explain the provisions in detail. The purpose of this form is to evidence the Listing Agent's compliance with the requirement that he/she inform the Seller of his/her obligations under the regulations. Seller and Listing Agent should sign this two-part form and each retain a copy.

(c) Listing Agent should have Seller complete the Seller's portion of the form entitled *Lead-Based Paint Seller's Disclosure Form* (Form L-3). Listing Agent should also sign this form acknowledging that he/she has informed the Seller of his/her obligations under the regulations. Seller and Listing Agent should each retain a copy of this signed form.

(1) Listing Agent should obtain copies of all reports and records listed by Seller on *Lead-Based Paint Seller's Disclosure Form* (Form L-3).

2. At the time Purchaser prepares offer (or at earlier appropriate time):

(a) Cooperating Agent needs to determine whether home was built prior to 1978. If not, for his/her own protection, Cooperating Agent should obtain copy of signed *Language for Seller's Acknowledgment* (Form L-1) from Listing Agent. If the home was built in or after 1978, nothing further needs to be done by Cooperating Agent.

(b) If home was built prior to 1978, Cooperating Agent should obtain copy of *Lead-Based Paint Seller's Disclosure Form* (Form L-3) from Listing Agent.

(1) Under the regulations, the Cooperating Agent is also responsible for making certain that Seller's responsibilities have been explained to him/her. (Unless Cooperating Agent is a buyer's broker paid solely by buyer.) If there is no *Lead-Based Paint Seller's Disclosure Form* (Form L-3) or if Listing Agent has not signed this form acknowledging that his/her responsibility has been met, the Cooperating Agent needs to take steps to make certain that this is done.

(2) Cooperating Agent needs to present copy of *Lead-Based Paint Seller's Disclosure Form* (Form L-3) to Purchaser for his/her signature.

(i) Cooperating Agent needs to provide Purchaser with copies of any records and reports listed by Seller in the *Lead-Based Paint Seller's Disclosure Form* (Form L-3).

(ii) Cooperating Agent needs to provide Purchaser with federally-approved pamphlet *Protect Your Family From Lead In Your Home*.

(iii) Cooperating Agent needs to explain to Purchaser his/her right to have a 10-day opportunity to conduct an inspection of the home for lead-based paint and then complete *Lead-Based Paint Seller's Disclosure Form* (Form L-3) appropriately.

(3) Cooperating Agent needs to make certain that the Purchaser's offer contains the *Language for Buy and Sell Agreement* (Form L-4).

(i) As an aside, while an inspection opportunity is required, the exact *Language for Buy and Sell Agreement* (Form L-4) regarding the 10-day inspection period is not federally-mandated. (Federal regulations require only an opportunity to inspect and permit the Purchaser to waive the opportunity.) Thus, REALTORS® are free to modify the wording of the inspection period clause. For clarity purposes, we would recommend that REALTORS® use language for this inspection that tracks the language already contained in their forms regarding structural inspections as much as possible. Our *Language For Buy And Sell Agreement* (Form L-4) was drafted to track the structural inspection language in MAR's Buy and Sell Agreement (Form F).

3. Special considerations for buyers' brokers:

In addition to the federally-mandated disclosure requirements discussed above, buyers' brokers have a fiduciary duty to disclose all material information to their buyer-clients. Many believe that a court is likely to conclude that the existence of the above-named disclosure requirements is "material" and as such, should be discussed by buyers' brokers with their clients at the onset of the relationship. For example, REALTORS® who work as buyers' brokers may wish to consider adding the lead warning statement language to their agency contracts. In addition, while not federally-mandated, buyers' brokers should consider taking the following steps at the time they enter into a buyer's agency relationship:

(a) Provide Purchaser with the form *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* (Form L-2). Purchaser and Purchaser's Agent would then each sign the form, and each retain a copy.

(b) Provide Purchaser with a copy of the booklet, *Protect Your Family From Lead In Your Home*.

In addition, a buyer's broker should make certain that all of the federally-mandated disclosure requirements are satisfied at the time Purchaser actually prepares an offer on a home.

B. Step-By-Step Procedures For REALTORS® Working With Landlords And Tenants.

1. At time of lease listing agreement:

(a) Landlord's Agent should determine whether the apartment complex was built prior to 1978. If not, the Landlord's Agent should have Landlord sign the *Language For Landlord's Acknowledgment* (Form L-5) in which Landlord makes a specific representation as to the age of the apartment complex. (*Language for Landlord's Acknowledgment* (Form L-5) can be inserted in leasing commission agreement or presented as a separate form.) If the apartment complex was built in or after 1978, nothing further needs to be done.

(b) If apartment complex was built before 1978, Landlord's Agent should present Landlord with form entitled *Responsibilities of Landlord's Under Residential Lead-Based Paint Hazard Reduction Act* (Form L-6) and explain the provisions in detail. The purpose of this form is to evidence Landlord's Agent's compliance with the requirement that he/she inform the Landlord of his/her responsibilities under the regulations. Landlord and Landlord's Agent should sign this two-part form and each retain a copy.

(c) Landlord's Agent should have Landlord complete Landlord's portion of the form entitled *Lead-Based Paint Landlord's Disclosure Form* (Form L-7). Landlord's

Agent should also sign this form acknowledging that he/she has informed Landlord of its obligations under the regulations. Landlord and Landlord's Agent should each retain a copy of this signed form.

(1) Landlord's Agent should obtain copies of all records and reports listed by Landlord on *Lead-Based Paint Landlord's Disclosure Form* (Form L-7).

2. At the time that the Landlord's Agent meets with Tenant to sign the lease (or earlier appropriate time):

(a) Landlord's Agent should present Tenant with *Lead-Based Paint Landlord's Disclosure Form* (Form L-7) for his/her signature.

(b) Landlord's Agent needs to provide Tenant with any copies of any records and reports listed by Landlord in the *Lead-Based Paint Landlord's Disclosure Form* (Form L-7).

(c) Landlord's Agent needs to provide Tenant with federally-approved pamphlet *Protect Your Family From Lead In Your Home*.

(d) Landlord's Agent needs to make certain that the lease contains the *Language For Lease Agreement* (Form L-8).

3. If Tenant has an agent, at the time that Tenant's Agent meets with Tenant to sign lease:

(a) Tenant's Agent needs to determine whether the apartment complex was built prior to 1978. If not, for his/her own protection, Tenant's Agent should receive copy of signed *Language for Landlord's Acknowledgment* (Form L-5) from Landlord's Agent. If the apartment complex was built in or after 1978, nothing further needs to be done by Tenant's Agent.

(b) If apartment complex was built prior to 1978, Tenant's Agent should obtain copy of *Lead-Based Paint Landlord's Disclosure Form* (Form L-7) from Landlord's Agent.

(1) Under the regulations, the Tenant's Agent is also responsible for making certain that the Landlord's responsibilities have been explained to it (unless Tenant's Agent is paid solely by Tenant). If there is no *Lead-Based Paint Landlord's Disclosure Form* (Form L-7) or if Landlord's Agent has not signed this form acknowledging that his/her responsibility has been met, the Tenant's Agent needs to take steps to make certain that this is done.

(2) Tenant's Agent needs to present copy of *Lead-Based Paint Landlord's Disclosure Form* (Form L-7) to Tenant for his/her signature.

(3) Tenant's Agent needs to provide Tenant with copies of any records or reports listed by Landlord in the *Lead-Based Paint Landlord's Disclosure Form* (Form L-7).

(4) Tenant's Agent needs to provide Tenant with federally-approved pamphlet, *Protect Your Family From Lead In Your Home*.

(5) Tenant's Agent needs to make certain that the lease contains the *Language for Lease Agreement* (Form L-8).

4. Special considerations for Tenants' Agents:

In addition to the federally-mandated disclosure requirements discussed above, tenants' agents have a fiduciary duty to disclose all material information to their tenant-clients. Thus, while not federally-mandated, tenants' agents should consider taking the following steps at the time they initially meet with their tenant-clients:

(a) Provide Tenant with the form *Responsibility of Landlords Under Residential Lead-Based Paint Hazard Reduction Act* (Form L-6). Tenant and Tenant's Agent would then each sign the form, and each retain a copy.

(b) Provide Tenant with a copy of the booklet, *Protect Your Family From Lead In Your Home*.

In addition, Tenant's Agent should make certain that all of the federally-mandated disclosure requirements are satisfied at the time Tenant actually enters into a lease agreement.

LANGUAGE FOR SELLER'S ACKNOWLEDGMENT

LEAD-BASED PAINT

Seller represents and warrants that the listed property was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)

Date: _____

**RESPONSIBILITIES OF SELLERS UNDER
RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT**

Information for Sellers and Purchasers

The disclosure requirements listed below are imposed on sellers of residential housing **built prior to 1978.**

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. A *Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR®. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.

a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:

i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;

ii. The location of the lead-based paint and/or lead-based paint hazards; and

iii. The condition of the painted surfaces.

b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.

c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)

d. The disclosure must include the following government-mandated *Lead Warning Statement*:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Sellers must provide purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR®.

3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before the purchasers become obligated under the buy and sell agreement.

The undersigned hereby acknowledge that the REALTOR® named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* with me and provided me with a copy.

Seller(s)/Purchaser(s) (circle one)

REALTOR®

Date: _____

Date: _____

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Seller(s)

Date: _____

Date: _____

II. Agent's Acknowledgment (initial)

_____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Agent

Date: _____

III. Purchaser's Acknowledgment (initial)

_____ (a) Purchaser has received copies of all information listed above.

_____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

_____ (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)

Date: _____

Date: _____

LANGUAGE FOR BUY AND SELL AGREEMENT

LEAD-BASED PAINT

Note: This language must be used in connection with the sale and purchase of residential housing built prior to 1978.

1. Purchaser acknowledges that prior to signing this Buy and Sell Agreement, Purchaser has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by the Seller on _____, 19____, the terms of which are incorporated herein by reference.

2. Check one:

_____ Purchaser shall have a _____ day opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Purchaser is not satisfied with the results of this inspection, upon notice from Purchaser to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Purchaser.

_____ Purchaser hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser(s)

Seller(s)

Date: _____

Date: _____

LANGUAGE FOR LANDLORD'S ACKNOWLEDGMENT

LEAD-BASED PAINT

Landlord represents and warrants that the listed property was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Landlord

Date: _____

**RESPONSIBILITIES OF LANDLORDS UNDER
RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT**

Information for Landlords and Tenants

The disclosure requirements listed below are imposed on landlords of residential housing **built prior to 1978**.

1. Landlords must disclose the presence of any lead-based paint hazards actually known to the landlord. A *Lead-Based Paint Landlord's Disclosure Form* for providing such information is available from your REALTOR®. A tenant must have an opportunity to review the disclosure language prior to becoming obligated under the lease.

a. If the landlord is aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:

i. The landlord's basis for determining that lead-based paint and/or lead-based paint hazards exist;

ii. The location of the lead-based paint and/or lead-based paint hazards; and

iii. The condition of the painted surfaces.

b. If a lead-based paint hazard is not known to the landlord, the disclosure must include a statement disclaiming such knowledge.

c. The landlord must provide a list of any records and reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the tenants. (If no such records or reports exist, the disclosure statement should affirmatively so state.)

d. The disclosure must include the following government-mandated *Lead Warning Statement*:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

2. Landlord must provide tenants with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR®.

Landlord hereby acknowledges that the REALTOR® named below has reviewed the contents of the *Responsibilities of Landlords Under Residential Lead-Based Paint Hazard Reduction Act* with it and provided it with a copy.

Landlord/Tenant (circle one)

REALTOR®

Date: _____

Date: _____

LEAD-BASED PAINT LANDLORD'S DISCLOSURE FORM

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

I. Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord certifies that to the best of its knowledge, the Landlord's statements above are true and accurate.

Landlord

Date: _____

Date: _____

II. Agent's Acknowledgment (initial)

_____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Agent

Date: _____

III. Tenant's Acknowledgment (initial)

_____ (a) Tenant has received copies of all information listed above.

_____ (b) Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

Tenant certifies to the best of his/her knowledge, the Tenant's statements above are true and accurate.

Tenant(s)

Date: _____

Date: _____

LANGUAGE FOR LEASE AGREEMENT

LEAD-BASED PAINT

**Note: This language must be used in connection with
the lease of residential housing built prior to 1978**

Tenant acknowledges that prior to signing this Lease, Tenant has received and reviewed a copy of the *Lead-Based Paint Landlord's Disclosure Form* completed by the Landlord on _____, 19____, the terms of which are incorporated herein by reference.

Tenant(s)

Landlord

Date: _____

Date: _____